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 7, 2025

To: Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Jessica Guerrero, P.O. Box 3520, Anaheim, CA 92803-3520
Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
Ron Hoshi, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1920 Main Street, Suite 225, Irvine, CA 92614
Anaheim Bulletin, 1920 Main Street, Suite 225, Irvine, CA 92614
Los Angeles Times, 2300 E. Imperial Highway, El Segundo, CA 90245
Event News, 216 Main Street, Seal Beach, CA 90740

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

Thursday the 13th day of February 2025

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, February 11, 2025, to allow reasonable arrangement to ensure interpretation services.

Closed Session-3:30 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 13, 2025
Closed Session-3:30 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 11, 2025, 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 11, 2025, to allow for reasonable arrangements to ensure accessibility to the meeting.

We respectfully acknowledge that the Anaheim Union High School District is located on the ancestral land of the Gabrielino/Tongva people. We gratefully acknowledge those on whose ancestral homelands we gather, as well as the diverse and vibrant Native communities who make their home here today.

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 three 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)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case Nos. 30-2022-01299219-CU-PO-NJC, 30-2022-01292985-CU-PO-CJC, and 30-2022-01289723-CU-PO-CJC).

4.3 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), Mid-Managers Association (MMA), and Anaheim Military Instructors Union (AMIU).

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

4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2024-25-04. **[CONFIDENTIAL]**

4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2024-25-07. **[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 Erin Baek 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. RECOGNITION *INFORMATION ITEM*

Donations

The Board of Trustees will recognize the following businesses for the generous donations to the District.

Don Krotee	$6,000	AUHSD, District Office Facilities
Farmers & Merchant Bank	$10,000	AUHSD, AIME Program

7. **ITEM OF BUSINESS**

EDUCATIONAL SERVICES

7.1 ***Naming of Facility, Alden Esping*** ***ACTION ITEM***

Background Information:
Board Policy, 5201 Naming of Facility, was adopted on April 14, 2011, by the Board of Trustees, to develop procedures for the naming of facilities to honor individuals in the District. As per the Board of Trustees' request, an ad hoc committee was formed to review the proposals and to make policy recommendations to the superintendent for Board consideration.

Current Consideration:
The Board of Trustees is requested to approve the request to rename the auditorium at Ball Junior High School after Alden Esping. Mr. Esping was a teacher and activities director at Ball Junior High School beginning in 1965 through 1990. He completed his career serving as a teacher and activities director at Loara High School. His work was recognized throughout the State of California, being inducted into the California Association of Directors of Activities (CADA) Hall of Fame, in addition to being recognized as the Orange County teacher of the Year award in 1980. Additionally, as a result of the direct impact Mr. Esping had on his students and community, he was also given the Warren E. Shull Award and the Jack Moore Award. Mr. Esping's service went well beyond the school as he established CADA Leadership Camps and worked closely with the local YMCA to host summer camps for local students in Catalina and in San Bernardino mountains. The District's ad hoc committee evaluated the request, developed a report, and made a recommendation to the Board for their consideration.

Budget Implication:
There is no impact to the budget.

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

8. **REPORTS** ***INFORMATION ITEMS***

8.1 ***Student Representative's Report***

Erin Baek, student representative to the Board of Trustees, will report on student activities throughout the District.

8.2 ***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.

8.3 ***Reports of Associations***

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

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

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

9. **PRESENTATIONS** ***INFORMATION ITEMS***

9.1 ***LCAP Mid-Year Update for 2024-25***

Background Information:
Senate Bill (SB) 114 amended Education Code 52062 (6)(A) to require school districts to present a mid-year update to the 2024-25 Local Control and Accountability Plan (LCAP) and budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the governing board or body of the school district. This information item will address the following requirements of Education Code 52062 (6)(A):

1. Report all available midyear outcome data related to metrics identified in the current year's local control and accountability plan.

2. Report all available midyear expenditure and implementation data on all actions identified in the current year's local control and accountability plan.

Current Consideration:
District staff will present the LCAP Mid-Year update 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.

9.2 ***Strategic Arts Plan***

Background Information:
The District has long recognized the value of arts education in fostering creativity, developing transferable skills, as well as preparing students for success in college, career, and life. The District's Strategic Arts Plan, developed collaboratively with nearly 50 stakeholders, reflects the District's commitment to ensuring equitable access to high-quality arts programs across all campuses. This bold plan is aligned with the District's mission and emphasizes the integration of arts into the Career Preparedness Systems Framework (CPSF) to enhance student engagement and outcomes.

Current Consideration:
The Board of Trustees will receive a State of the Arts report on the current state and future vision for arts education in the District. Mr. Brian Belski will provide an overview of the Strategic Arts Plan, including key focus areas. Updates on recent achievements, including the hiring of Arts Curriculum Specialists, the launch of Districtwide arts events, and plans for the upcoming Youth Arts Council, will be highlighted.

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.

10. **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 three 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.

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

12. **ITEM OF BUSINESS**

EDUCATIONAL SERVICES

12.1 ***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:

12.1.1 Med Ed Connect, Cypress High School **[EXHIBIT A]**
12.1.2 Athletes' Academic Aid, Kennedy High School **[EXHIBIT B]**
12.1.3 Dessert Club, Kennedy High School **[EXHIBIT C]**
12.1.4 Badminton Club, Magnolia High School **[EXHIBIT D]**
12.1.5 Theatre Club, Savanna High School **[EXHIBIT E]**
12.1.6 American Red Cross, Western High School **[EXHIBIT F]**

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

12.2 ***Resolution No. 2024/25-B-11, Emergency Resolution for Gas Line Repair at Cypress High School*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
On December 18, 2024, Southern California Gas Company ("So Cal Gas") was performing a routine meter inspection at Cypress High School when they detected an odor of gas. Upon further inspection with leak detection equipment, So Cal Gas determined that there was a compromise in the gas pipes at the school site. Thereafter on December 18, 2024, So Cal Gas turned off the gas and the District's Maintenance and Operations staff went to the school site and obtained a quote and approved the proposal from Clean-Out Kings for $72,800 to determine the location of the gas leak. Clean-Out Kings excavated around 40 feet through concrete to expose the gas pipes and on December 19, 2024, determined that the leak was between the girl's locker room and the 300 Building (Room 302). On December 19, 2024, to ensure a safe and healthy school site for teachers, staff and students, District staff determined that an emergency existed prompting immediate action to repair the leaking gas pipes by Clean-Out Kings. On December 20, 2024, at 8:30 a.m., Clean-Out Kings started the repair and determined that defective mechanical fittings on the underground gas pipes resulted in gas escaping underground. The fittings were removed and new gas pipes, fittings and valves were installed underground at the location of the gas leak. Clean-Out Kings repaired the gas pipes during the school holiday closure, at a cost of $87,200. During the repair of the gas pipes the area affected was not accessible, and on January 7, 2025, the emergency repair of the gas pipes was satisfactorily completed by Clean-Out Kings and So Cal Gas certified satisfactory completion of the repair on January 8, 2025. The total cost for all services performed by Clean-Out Kings is $160,000.

Current Consideration:
Public Contract Code Section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board may, by unanimous vote, with the approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids.

Budget Implication:
The total expenditure is $160,000. (Routine Restricted Maintenance Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2024/25-B-11, Emergency Resolution for Gas Line Repair at Cypress High School, by a roll call vote.
[EXHIBIT G]

12.3 ***Resolution No. 2024/25-B-12, Establish the Building Fund No. 2128 for "SERIES 2025 BONDS"*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The Building Fund exists primarily to account separately for the proceeds from the sale of bonds (Education Code Section 15146). Expenditures from the Building Fund include projects approved by the Measure K election statement.

Current Consideration:
This resolution will create the Building Fund, which will provide the District a method of segregating funds for the first issuance of Measure K bonds. This will be subfund number 2128.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2024/25-B-12, by a roll call vote. **[EXHIBIT H]**

12.4 ***Resolution No. 2024/25-E-12, 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. 2024/25-E-12 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. 2024/25-E-12, by a roll call vote. **[EXHIBIT I]**

12.5 ***Resolution No. 2024/25-E-13, 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. 2024/25-E-13 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, as well as 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. 2024/25-E-13, by a roll call vote. **[EXHIBIT J]**

12.6 ***Resolution No. 2024/25-E-14, 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. 2024/25-E-14 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. 2024/25-E-14, by a roll call vote. **[EXHIBIT K]**

12.7 ***Resolution No. 2024/25-E-15, Read Across America 2025*** ***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. 2024/25-E-15 for Read Across America 2025. 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. 2024/25-E-15, by a roll call vote. **[EXHIBIT L]**

12.8 ***Resolution No. 2024/25-E-16, 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. 2024/25-E-16 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. 2024/25-E-16, by a roll call vote. **[EXHIBIT M]**

12.9 ***Resolution No. 2024/25-E-17, 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. 2024/25-E-17 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. 2024/25-E-17, by a roll call vote. **[EXHIBIT N]**

12.10 ***Resolution No. 2024/25-E-18, 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. 2024/25-E-18 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. 2024/25-E-18, by a roll call vote. **[EXHIBIT O]**

12.11 ***Resolution No. 2024/25-E-19, 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. 2024/25-E-19 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. 2024/25-E-19, by a roll call vote. **[EXHIBIT P]**

BUSINESS SERVICES

12.12 ***New Board Policy 1230, School-Connected Organizations, Second Reading*** ***INFORMATION/ACTION ITEM***

Background Information:
Education Code 51521 states "No person shall solicit any other person to contribute to any fund or to purchase any item of personal property, upon the representation that the money received is to be used wholly or in part for the benefit of any public school or the student body of any public school, unless such person obtains the prior written approval of the governing board of the school district."

Current Consideration:
Establishing Board Policy 1230 and the accompanying administrative regulations will allow the Board to fulfill its legal and fiduciary responsibility to manage District operations regarding school-connected organizations.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees review and/or approve Board Policy 1230, School-Connected Organizations. **[EXHIBIT Q]**

12.13 ***Ratification Lease-Leaseback Agreement, Neff Construction, Inc., Cook Auditorium Theatrical Rigging Upgrade–RFP #2024-14*** ***ACTION ITEM***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Cook Auditorium Theatrical Rigging Upgrade. 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, as well as requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2024-14 inviting contractors to submit qualifications and proposals to perform the work associated with the subject project, and for preconstruction services. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees (Board) the selection of Neff Construction, Inc. as the LLB contractor for this project.

Neff Construction, Inc. competitively bid the subcontractor packages to various companies, and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, 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. The assistant superintendent, Business, under the Board approved delegation of authority, has entered into the LLB agreement with Neff Construction, Inc. The agreement is subject to ratification by the Board.

Budget Implication:
The final LLB agreement, which includes the GMP and associated contingencies will not exceed $5,066,763. The total project cost including District contingencies and allowances will not exceed $5,320,101. (Fund 42, Grant Funds, Measure K Funds, Redevelopment Agency Funds, and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the LLB agreement with Neff Construction, Inc. for the subject project.

EDUCATIONAL SERVICES

12.14 ***Revised Board Policy 7605, Arts Education, First Reading*** ***INFORMATION ITEM***

Background Information:
Board Policy 7605, Arts Education, has not been reviewed by the Board of Trustees since it was first adopted in 2009. Since then, the District's Strategic Arts Plan has undergone a comprehensive revision to reflect current goals, state standards, as well as the needs of our students and community. The revisions to Board Policy 7605 align with the updated Strategic Arts Plan and emphasize the importance of equitable access to high-quality arts education.

Current Consideration:
The revised Board Policy 7605 is an integral part of the Strategic Arts Plan, as it establishes the policy foundation for the goals and strategies outlined in the plan. As such, the Board must approve this updated policy prior to or in conjunction with the adoption of the Strategic Arts Plan. These updates highlight equity, sequential curriculum alignment, professional learning for educators, and the integration of student voice into arts programming. The revised policy incorporates updated language clarifying the role of the Director of Arts Education, supporting the implementation of sequential, standards-based arts curricula, and ensuring the alignment of arts programming with the Career Preparedness Systems Framework (CPSF) and the District's mission and core values.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Board Policy 7605, Arts Education. **[EXHIBIT R]**

12.15 ***Adoption, Arts, Music, and Instructional Materials Block Grant*** ***ACTION ITEM***

Background Information:
The AUHSD Arts, Music, and Instructional Materials Block Grant is aimed at supporting arts and music programs, as well as providing instructional materials that align with educational standards. The purpose is to ensure that all students have access to high-quality resources, engaging curricula, as well as enriching activities that contribute to their academic and social-emotional development. The funds are also intended to support professional development for staff, improvements in school climate, and operational costs, such as retirement and healthcare, with a focus on sustaining programs that enhance the learning environment. District administrators met separately with the District English Learner

Advisory Committee (DELAC), counselors, and the Districts' Opening of School teacher input group. This input informed the strategies to be implemented.

Current Consideration:
The expenditure plan includes operational costs, including but not limited to retirement and health care cost increases, in addition to COVID-19 related costs necessary to keep students and staff safe and schools open for in-person instruction.

Budget Implication:
The District allocation for these funds is $16,365,784. The anticipated end of funds is June 30, 2025.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the block grant. **[EXHIBIT S]**

12.16 ***Memorandum of Understanding (MOU), WestEd and Urban Arts*** ***ACTION ITEM***

Background Information:
WestEd, Urban Arts, and the District would like to collaborate on the "Creative Coders: Middle School Computer Science (CS) Pathways Through Game Design" project. This initiative, funded by a U.S. Department of Education grant, provides a game design-based Intro to Computer Science curriculum developed by Urban Arts. The project focuses on engaging middle school students in computer science through game design using Minecraft Education. WestEd will serve as the independent evaluator for the project, tracking teacher implementation fidelity, and student outcomes.

Current Consideration:
The District will participate in this research-based project to expand computer science opportunities for middle school students. Urban Arts will provide a game design-based computer science curriculum delivered through the Minecraft Education platform, as well as professional learning support and stipends for teachers implementing the curriculum.

WestEd will collect data to evaluate the program's effectiveness, including teacher and student surveys, interviews, as well as classroom observations, in compliance with Family Educational Rights and Privacy Act (FERPA) and state privacy regulations.

The District will assign teachers to deliver the curriculum and support data collection efforts. Parent opt-out options will be provided for families who do not wish to participate. Services will be provided February 14, 2025, through December 31, 2026.

Budget Implication:
There is no impact to the budget. Teacher stipends will be provided by Urban Arts for up to $3,000 per teacher for professional learning, mentoring, and participation in research activities.

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

12.17 ***Proposal, Purchase Through Public Corporation or Agency, BorderLAN, Inc. for Linewize*** ***ACTION ITEM***

Background Information:
The District reviewed solutions to implement a system for reviewing Google content for various types, such as cyberbullying, weapons, self-harm, etc. The existing vendor, Syscloud, exited the market to focus on its core business: data backup and restoration.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with BorderLAN, Inc. that will allow other agencies, including local districts, to purchase Linewize, a student safety platform. The material and services will be purchased utilizing DGS CMAS contracts 3-23-07-1016, through December 2025, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:
The total annual cost is not to exceed $65,500, including taxes. (General Fund)

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

12.18 ***Agreement, Hydreon Corporation*** ***ACTION ITEM***

Background Information:
The District is committed to fostering innovative educational opportunities that engage students in meaningful, real-world problem-solving while practicing the 5Cs (Collaboration, Communication, Creativity, Critical Thinking, and Character.) Esports has emerged as a dynamic platform to achieve these goals by integrating gaming with academic and social development.

In alignment with this vision, Dale and South junior high schools, along with Magnolia High School, are piloting and leading efforts in the use of this type of virtual platform. This initiative will allow students to interact, collaborate, and design solutions to real-world challenges in a Minecraft-based experience.

Current Consideration:
The District would like to enter into an agreement with Hydreon Corporation to create a customized Minecraft experience tailored to the District's unique needs. The project will allow students to explore the District's community through gameplay while integrating educational and sustainability concepts. Services will be provided February 14, 2025, through June 30, 2025.

Budget Implication:
The total cost of services is not to exceed $25,000. (California Community School Partnership Program Grant Funds)

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

12.19 ***Agreement, Elevate Learning*** ***ACTION ITEM***

Background Information:
Mr. Kenneth Shelton, the founder of Elevate Education, is a leading voice in educational technology and a strong advocate for equity and inclusion. His expertise aligns with Kennedy High School's goals as the District's AI Pathway school. Mr. Shelton's keynote will serve as a powerful launchpad for subsequent breakout sessions tailored to individual teacher learning needs, allowing for deeper exploration and practical application of AI integration strategies.

Current Consideration:
The District agreed to enter into an agreement with Elevate Learning to provide a professional learning day and keynote speaker for Kennedy High School on January 31, 2025. The day focused on the integration of Artificial Intelligence (AI) across the curriculum.

Budget Implication:
The total costs for these services is not to exceed $5,000. (Site Funds)

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

12.20 ***Agreement, Scholar System, LLC*** ***ACTION ITEM***

Background Information:
Dr. Victor Rios is MacArthur Foundation Chair and Professor of Sociology at the University of California, Santa Barbara. He received his Ph.D. at the University of California Berkeley in 2005. Professor Rios has worked with local school districts to develop programs and curricula aimed at improving the quality of interactions between authority figures and youths. Using his personal experience, he has developed interventions for marginalized students aimed at promoting personal transformation and civic engagement. These programs have been implemented in Los Angeles, California (Watts); juvenile detention facilities; and alternative high schools. He is also the author of six books.

Current Consideration:
Scholar System, LLC, Dr. Victor Rios, will deliver a two-hour professional learning session on March 14, 2025, for Gilbert High School staff, covering high expectations and academic rigor, as well as tools for fostering student connections and community. Scholar System, LLC will grant schoolwide access to tools and resources, digital books, student empowerment curriculum, quarterly webinars, online training, and a growing library of resources by Dr. Victor Rios, for a period of two years. Services will be provided March 14, 2025.

Budget Implication:
The total costs for these services is not to exceed $18,000. (Social Emotional Learning Site Grant Funds)

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

12.21 ***Membership, California School-Based Health Alliance*** ***ACTION ITEM***

The District would like to use Medi-Cal Collaborative funds to purchase a District membership with the California School-Based Health Alliance, securing benefits such as

discounted registration for the annual School Health Conference. This year's conference is being held in Anaheim and the District plans to send at least four staff members. The membership will provide a $200 per person registration discount. (Medi-Cal Collaborative Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the membership with California School-Based Health Alliance for the 2024-25 year, at an amount not to exceed $500.

HUMAN RESOURCES

12.22 ***Public Hearing, Disclosure of 2024-25 Collective Bargaining Agreement with ASTA*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Secondary Teachers Association (ASTA) for the 2024-25 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

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

Budget Implication:
There is no impact to the budget.

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

12.23 ***Adoption of the 2024-25 Collective Bargaining Agreement with ASTA*** ***ACTION ITEM***

Background Information:
The District and the Anaheim Secondary Teachers Association (ASTA) has a three-year agreement for the 2022-23, 2023-24, and 2024-25 years. The District and ASTA brought forth proposals to begin the negotiations for the 2024-25 year and negotiations commenced in the fall of 2024. A tentative agreement was reached on December 13, 2024.

Current Consideration:
The tentative agreement is for the year 2024-25. The tentative agreement includes contract language changes.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2024-25 collective bargaining agreement with ASTA. **[EXHIBITS Y and Z]**

12.24 ***Initial Contract Proposal, AUHSD to AFSCME*** ***INFORMATION ITEM***

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to AFSCME for the 2024-25 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

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

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

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

Current Consideration:
The Board must hold a public hearing of the District's initial contract proposal to AFSCME for the 2024-25 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.

12.26 ***Initial Contract Proposal, AFSCME to AUHSD*** ***INFORMATION ITEM***

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. AFSCME's initial contract proposal to the District for the 2024-25 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

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

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

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

Current Consideration:
The Board must hold a public hearing of AFSCME's initial contract proposal to the District for the 2024-25 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.

12.28 ***Public Hearing, Disclosure of Collective Bargaining Agreement with APGA*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Personnel and Guidance Association (APGA) for the 2024-25 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 APGA 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.

12.29 ***Adoption of the 2024-25 Collective Bargaining Agreement with APGA*** ***INFORMATION ITEM***

Background Information:
The District and APGA brought forth proposals to begin the reopener negotiations for the 2024-25 year and a tentative agreement was reached. The tentative agreement was ratified by unit members of APGA.

Current Consideration:
The tentative agreement is for the year 2024-25. The tentative agreement includes contract language changes to the evaluation procedure.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2024-25 collective bargaining agreement with APGA. **[EXHIBITS CC and DD]**

13. **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

13.1 ***Award of Bids, E-Rate 28***

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.

The process to utilize competitive request for proposals (RFPs) was approved by the Board of Trustees on September 12, 2024, and staff proceeded with the bidding process.

Current Consideration:
As a result of the bidding process, the following RFPs will be awarded to the lowest responsible and responsive bidders per Resolution No. 2024/25-E-08, pursuant to Public Contract Code (PCC) 20118.2.

Award of Bids

Bid#	Service	Award	Amount
2025-04	Network Equipment	Sehi Computer Products, Inc.	$217,746
2025-05	Firewall	BorderLAN, Inc.	$465,494
2025-06	Data Lines	Charter Communications Operating, LLC	$799,656

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.

Bid#	E-Rate	General Fund
2025-04	$185,084	$32,662
2025-05	$209,311	$256,183
2025-06	$719,690	$79,966

Staff Recommendation:
It is recommended that the Board of Trustees award Bid Nos. 2025-04, 2025-05, and 2025-06, pursuant to PCC 20118.2 as listed.

13.2 ***Ratification of Change Orders***

RFP #2022-28, Western High School Athletic Field Improvements	P.O. #S64A0265
Byrom-Davey, Construction, Inc.	
Original Contract	$11,415,455
Change Order #1 **[EXHIBIT EE]**	$322,603.90
New Contract Value	$11,738,058.90

RFP #2022-28, Various Marquees and District Office Security Fencing	P.O. #T64A0195
Byrom-Davey, Construction, Inc.	
Original Contract	$4,851,439
Change Order #1 **[EXHIBIT FF]**	$32,678.78
New Contract Value	$4,884,117.78

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

13.3 ***Notices of Completion***

RFP #2022-28, Western High School Athletic Field Improvements	P.O. #S64A0265
Byrom-Davey, Construction, Inc.	
Original Contract	$11,415,455
Contract Changes	$322,603.90
Total Amount Paid	$11,738,058.90

RFP #2022-28, Various Marquees and District Office Security Fencing	P.O. #T64A0195
Byrom-Davey, Construction, Inc.	

Original Contract	$4,851,439
Contract Changes	$32,678.78
Total Amount Paid	$4,884,117.78

Staff Recommendation:
It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept the two agreements under RFP #2022-28, as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

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

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

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

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

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports January 6, 2025, through February 2, 2025. **[EXHIBITS II and JJ]**

13.7 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report January 6, 2025, through February 2, 2025. **[EXHIBIT KK]**

13.8 **SUPPLEMENTAL INFORMATION**

13.8.1 ASB Fund, November 2024 **[EXHIBIT LL]**

13.8.2 Cafeteria Fund, November 2024 **[EXHIBIT MM]**

13.8.3 Enrollment, Month 6 **[EXHIBIT NN]**

EDUCATIONAL SERVICES

13.9 ***Memorandum of Understanding (MOU), CSU Fullerton Auxilliary Services Corporation***

Background Information:
Established in 1999 by the Ford and W.K. Kellogg Foundations, National Council for Community and Education Partnerships (NCCEP) founding mandate was to strengthen the pathway to college for underserved students through systemic partnerships between K-12 districts, colleges and universities, businesses and employers, community-based organizations, as well as government at all levels.

NCCEPs founding coincided with the creation of the federally-funded Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) program, and NCCEP began working with the U.S. Department of Education to provide professional development for the GEAR UP community. Since then, the program has flourished nationally, and our professional development events have grown from a few hundred participants to over 3,000 people per year. The District has been fortunate enough to be a participating district in GEAR UP for the past 25 years through California State University, Fullerton (CSUF).

Current Consideration:
Through CSUF, GEAR UP is in the process of submitting an application for a future GEAR UP grant with the District. The requirements of this new grant expect the local university, a community partner and a school district to formalize their partnership and commitment to the GEAR UP expectations in a MOU. This MOU would allow GEAR UP to apply for the grant. Services will be provided February 1, 2025, through August 31, 2032. At the request of CSUF and to allow grant application submission, this MOU was signed prior to Board approval.

Budget Implication:
There is no impact to the budget.

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

13.10 ***Agreement, FlyPoet Entertainment***

Background Information:
The 5th AUHSD Black History Month Celebration will be held February 24, 2024, 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 Fly Poet Entertainment, the Magnolia Urban African Dancers, and Thee After Agency.

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 5th Annual AUHSD Black History Month Celebration. Services will be provided February 14, 2025, through March 30, 2025.

Budget Implication:
The total costs for these services are 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]**

13.11 ***Agreement, Real Inspiration, Inc.***

Background Information:
Keith Hawkins from Real Inspiration, Inc. is an international speaker who conducts programs for over 400,000 students, parents, educators, leaders, and businesses annually. Keith is the co-author of *Teen Power and Go out and Make a Difference*. He is also featured in a national communication book called *Between One and Many*, and he spoke at the United Nation's Global Summit on behalf of America's youth.

Current Consideration:
South Junior High School will host a school assembly that is intended to provide a powerful message to help students build self-confidence, voice, and purpose. The assembly messages delivered by Keith Hawkins are customized to the school's particular goals. Services will be provided on March 11, 2025.

Budget Implication:
The total cost for these services is not to exceed $4,680. (General Fund and/or Innovation Funds)

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

13.12 ***Memorandum of Understanding (MOU), CharacterStrong***

Background Information:
CharacterStrong is an education and social-emotional learning (SEL) curriculum, as well as professional development company that creates positive habits through ideas-based practice. There are three components to their curriculum: Gym, Leadership, and Advisory.

Current Consideration:
The District agreed to host a training led by CharacterStrong at the District Office, La Palma Room, on February 12, 2025, and in return, the District received 15 complimentary registrations for staff to attend. Additionally, the training was open to educators from surrounding schools who wish to register and participate.

Budget Implication:
There is no impact to the budget.

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

13.13 ***Grant Agreement, Orange County United Way***

Background Information:
Orange County United Way (OCUW) is a nonprofit organization based in Orange County, California. Its mission is to improve lives and strengthen the community by focusing on education, health, housing, and financial stability. The organization collaborates with local businesses, government agencies, nonprofits, and individuals to address the community's most pressing needs.

For the last several years, OCUW has provided grant funding for the AIME Internship Program, which provides internships to District students. The grants have provided funding for staff time, supplies, and scholarships to students who participate in the internship program. The agreement will be signed following Board approval.

Current Consideration:
Orange County United Way would like to provide a grant for the AIME Internship Program in the amount of $15,000. Services are being provided January 1, 2025, through June 30, 2025.

Budget Implication:
The District will receive $15,000 in funds through this agreement.

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

13.14 ***Community Service Agreement, TGR Foundation***

Background Information:
The District and TGR Foundation have cultivated a robust partnership over the years, united in their commitment to transforming lives through education. TGR Foundation, through its renowned TGR Learning Lab, provides high-quality STEAM-based (Science, Technology, Engineering, Arts, and Mathematics) programming, career readiness opportunities, and professional development for educators. This collaboration reflects a shared mission to prepare students for success in college, career, and life while promoting equity and innovation.

TGR Foundation’s impactful programs include hands-on learning experiences such as STEAM workshops, summer academies, and immersive field trips, along with critical career exploration opportunities through initiatives like the AIME Internships and Workability programs. Additionally, the foundation supports college and career readiness by hosting application and financial aid workshops, as well as selecting District students for the prestigious Earl Woods Scholar Program, which provides comprehensive support to students from underrepresented communities.

Current Consideration:
The District would like to continue to partner with TGR Foundation by entering into a community service agreement to expand opportunities for students and educators at no cost to the District. The partnership will continue to empower educators through professional learning opportunities such as STEM Studio training, virtual workshops, and symposiums. By continuing this collaboration through the proposed community service agreement, the District and TGR Foundation will expand these impactful initiatives, providing students and educators with the tools, skills, and experiences needed to thrive in

an ever-evolving global landscape. Services will be provided February 14, 2025, through February 14, 2028.

Budget Implication:
There is no impact to the budget.

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

13.15 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected books for English language development 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 UU]**

13.16 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in special education and world language. 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 14, 2025, through March 6, 2025.

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

13.17 ***Field Trip Report***

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

HUMAN RESOURCES

13.18 ***Agreement, New York University***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for New York Unoversity students to provide supervised support services to District students.

Current Consideration:
University students will meet with District clinical supervisors at the student's assigned school site. This agreement provides opportunities for the student to observe, participate, and assist in the District's programs. Supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the student interns. Additionally, professional attire, development, and conduct will be reviewed. The agreement is in effect December 4, 2024, through October 18, 2029.

Budget Implication:
There is no impact to the budget.

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

13.19 ***Certificated Personnel Report***

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

13.20 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

13.21 ***Board of Trustees' Meeting Minutes***

13.21.1 December 19, 2024, Regular and Organizational Meeting **[EXHIBIT AAA]**

13.21.2 January 16, 2025, Regular Meeting **[EXHIBIT BBB]**

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

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

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

15. **ADVANCE PLANNING**

INFORMATION ITEM

15.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, March 6, 2025, at 6:00 p.m.

Thursday, April 10	Thursday, August 7
Thursday, May 8	Thursday, September 11
Thursday, June 5	Thursday, October 16
Thursday, June 12	Thursday, November 13
Thursday, July 17	Thursday, December 11

15.2 ***Suggested Agenda Items***

16. **ADJOURNMENT** ***ACTION ITEM***

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, February 11, 2025.

EXHIBIT A

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	**Date of Application:**	1/15/25

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:

Med Ed Connect

Purpose of the group (Please describe thoroughly):

MedEd Connect strives to provide networking, career, and volunteer resources, programs, and opportunities for students interested in healthcare. We aim to provide accessible education and resources to foster and support a widespread passion for medicine.

Frequency of group meetings:

1st and 3rd Monday of every month

Proposed meeting day, time and location:

Day:	Monday	Time:	Lunch	Location:	Rm 212

Applicant's Signature:	Bao P.	Date:	01/16/2025
Printed Name:	Bao Pham		

Advisor's Signature:		Date:	01/16/2025
Printed Name:	Michael Franks		

Principal's Signature:		Date:	1/21/25
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	1/28/25

Dr. Jaron Fried

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

Anaheim Union High School District / Education Division

EXHIBIT B

Application for curriculum-related Student Organizations

CLICK AND ENTER DATA

Name of Organization: Athletes' Academic Aid

School: John F. Kennedy High School

Name(s) of student(s) making application: Seungwon Jeung, Joshua Cho

Staff Sponsor(s): Mr. Wiskus

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

To create change in our community through helping athletes who are struggling to meet the minimum gpa requirement, pass their classes. In my personal experience, I was on the JV volleyball team at my school however when the season started, 3 of our best assets were not permitted to play due to their grades. So, we have decided to try and help our fellow teammates and others in similar conditions not only in order to permit their talents to be laid on the court, but also to enhance team bonding experiences and increase a sense of security for the future. The organization's objective is to aid student athletes that feel difficulty in meeting gpa / graduate / college requirements. As a fellow student ourselves, the club can be easier to approach and almost as efficient compared to other forms of tutoring already existing on campus such as the office hours of teachers. In our meetings, officers who already comparatively excel in their certain subjects will aid individual / group of students that visit the room for a certain academic purpose. Although the time listed is limited, it can be flexible depending on situation and the amount of aid the club can provide. We will also occasionally provide snacks in our meetings so that the productivity and motivation can rise.

Proposed meetings:

Day(s):	Monday, Wednesday	**Time(s):**	3:20 - 4:00	**Location:**	Room 305, Rollerson's room

Special equipment? No **Yes – Describe:** N/A

Qualifications for membership, if any: N/A

How are officers elected? Through Interview

Term? School Year

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

The organization is intended to supplement all academic subjects that students may need aid in. Getting tutoring even in one subject in the current status quo can be difficult as communication with teachers or just the time-efficiency can be concerning, let alone four, five, or six that these student athletes may have problems with. The learning resources can start from worksheets and notes the individual student receives, but can expand to correlating online material if needed. In many cases, the problem of grades in student athletes tend to correlate with the lack of effort more than the difficulty of the material or the individual academic ability itself. Through voluntary and regular academic efforts, we hope that the level of dedication in their academic classes these students are willing to put will rise. With built up familiarity on the academic material, students may also experience a level of interest and understanding that inspires them to routinely revisit the meetings and have a greater will for learning. The level of success of both the club and the individual member has achieved will be measured by the student's qualification to participate in athletic activities. However, we as an organization hope that the students will go on and beyond the basic levels of qualification and actually build amounts of interest in academics that allows them to seek for success in their individual lives after high school.

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

We plan that the staff adviser will not be involved in most of our events, except for just overall supervision and guide for the future. The absorption of a teacher's knowledge in tutoring can be helpful, and the reflection of it may aid our success.

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

Describe how funds will be raised and for what purpose:

Funds will be raised through school events such as open house and will be utilized to buy snacks for meetings.

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

Signature of the student making the application:	
The printed name of the student making the application:	Seungwon Jeung
Signature of faculty sponsor:	
The printed name of faculty sponsor:	David Wiskus

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

Poppy Hill-Bonales	1/21/25
Signature of School Principal:	**Date:**
Dr. Jaron Fried	1/27/25
Signature of Assistant Superintendent of Education:	**Date:**

Education Office Use Only:

Board of Trustees action:	Approved	Denied	Date:	

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT C

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	John F. Kennedy high school	Date of Application:	11/22/2024

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:

Dessert Club

Purpose of the group:

The Dessert Club aims to provide a creative and fun space for students in your school to create and share a variety of desserts. Through the club's activities, students can learn about different types of desserts and the process of making them, practice making them, and develop teamwork and collaboration. The club also aims to celebrate cultural diversity and creativity through desserts, and to help students communicate and bond with their peers. The club focuses on creating a positive atmosphere in the school through the creation and sharing of different desserts each semester, and fostering friendship and cooperation among students.

Frequency of group meetings:

Every month

Proposed meeting day, time and location:

Day:	Wednesdays	Time:	Lunch	Location:	Room 706-Culinary Room

Applicant's Signature:	Yena	Date:	11/21/2024
Printed Name:	Yena Kim Yena Kim		

Advisor's Signature:	S.Zepeda Mrs. Sarah Zepeda	Date:	11/22/24
Printed Name:	Mrs. Sarah Zepeda		

Principal's Signature:	P.Hill-Bonales	Date:	11/22/24
Printed Name:	Poppy Hill-Bonales		

Poppy Hill-Bonales

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

Assistant Superintendent's Signature:		Date:	1/27/25

Dr. Jaron Fried

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT D

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

School:	Magnolia High School	Date of Application:	10/2/2024

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:

Badminton Club

Purpose of the group:

To provide students with the opportunity to learn about, discuss and watch video on the sport of badminton. A club of this nature will provide an opportunity for students to do something positive with their time, meet new people, and get exercise. Students involved in the club will learn the rules of badminton, learn about game play and sport etiquette. Students will play when possible - for example: student vs. faculty tournaments, after-school open play sessions and Saturday Academies.

Frequency of group meetings:

Weekly - Tuesdays

Proposed meeting day, time and location:

Day:	Mon.	Time:	12:43-1:13	Location:	Room 913

Applicant's Signature:	Vy Tran	Date:	12/10/24
Printed Name:	Vy Tran Vy Tran		

Advisor's Signature:	Lesli Washington	Date:	12/10/24
Printed Name:	Lesli Washington		

Principal's Signature:	Aaron Chau	Date:	12/10/24
Printed Name:	Aaron Chau Aaron Chau		

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

Assistant Superintendent's Signature:		Date:	1/27/25

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

Dr. Jaron Fried

AUHSD

EXHIBIT E

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Savanna High School	Date of Application:	12/04/24

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:

Theatre Club

Purpose of the group:

The purpose of the Theatre Club is to help expose students to some of the technical and career fundamentals behind theatre, that would help students on a college or career path in the performing arts. These skills include, principles of staging, theatrical design, how to run tech, advanced acting, dancing, singing, and most importantly, collaboration; overall, the principles and skills needed in the creative process of the arts. Our goal is to reveal students at Savanna who are interested in the theatrical arts in hopes of an addition of a Drama class in the VAPA classes and programs on our campus to offer new, exciting, and artistic paths for students at Savanna High School.

Frequency of group meetings:

Every week

Proposed meeting day, time and location:

Day:	Monday	Time:	12:43 -1:10 pm	Location:	Room 42

Applicant's Signature:	Natali Orozco	Date:	12/6/24
Printed Name:	Natali Orozco Natali Orozco		

Advisor's Signature:	Elizabeth King-Villar	Date:	12/6/24
Printed Name:	Elizabeth King-Villar Elizabeth King Villar		

Principal's Signature:	Mike Pooley	Date:	12/10/24
Printed Name:	Mike Pooley Mike Pooley		

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

Assistant Superintendent's Signature:	Jaron Fried	Date:	1/27/25

Dr. Jaron Fried

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

Click HERE to make a copy

EXHIBIT F

Anaheim Union High School District / Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Western High School	Date of Application:	10/10/24

Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

1. The meetings may not interfere with the orderly operation of the school.
2. The meetings must be open to all students without regard to gender, ethnicity, religion or national origin.
3. School employees may not promote, lead or participate in the meetings.
4. Non-school persons may not direct, conduct, control, or regularly attend the meetings of the student groups.
5. No school system funds may be spent on behalf of the student groups, except for the cost of providing space for the group meetings.

To apply for status as a student-initiated, non-curriculum group, complete the following:

Name of proposed group:

American Red Cross

Purpose of the group:

The purpose of creating an American Red Cross club at Western High School is a good way to assist others to make a difference. The Red Cross does impactful work by helping people after disasters, this includes fires or floods, by providing things including food, shelter, medical care. The Red Cross organizes blood drives, which enhance the percentage of lives, and teaches essential skills such as first aid and CPR that ensure others feel safe. By joining the club, students will have a chance to participate in activities in organizing events, fundraising, and spreading awareness about the Red Cross's mission. Additionally, an opportunity for other individuals to learn leadership, making new friends, and work as a team to create a safer place. The American Red Cross is a community to get involved. Publishing the club would help spread awareness about the importance of getting peers involved, create a community filled with volunteering with blood drives, promoting disaster preparedness, and supporting other humanitarian initiatives.

Character

- **How it connects:** Compassion is at the heart of the Red Cross, as it's all about helping those in need with kindness and understanding.
- **Example:** Volunteering during disasters or helping those in your community with empathy and care.

Critical Thinking

- **How it connects:** The ability to think quickly and respond once an accident occurs, whether providing disaster relief or training others. Ensures right actions are taken in urgent situations.
- **Examples:** During a disaster, the Red Cross uses critical thinking to prioritize aid, sending resources like food and water to the areas in most urgent need.

Communication

- **How it connects**: Clear communication is key when working with the Red Cross, whether you're coordinating events or providing updates on emergencies.
- **Example**: Sharing information and facts with other volunteers or the community during a blood drive or disaster response.

Collaboration

- **How it connects**: Working together is essential in the Red Cross. Teamwork helps accomplish large-scale projects and deliver aid efficiently.
- **Example**: Collaborating with other volunteers to organize events or help during an emergency response.

Compassion

- Problem-solve in high-pressure situations is crucial for Red Cross volunteers, especially in emergencies.
- **Example**: Assessing a situation during a disaster or organizing a new program to meet urgent community needs.

Creativity

- **How it connects**: Creativity helps in finding innovative solutions to challenges and making fundraising or awareness efforts more engaging.
- **Example**: Coming up with new ways to promote a blood drive or designing creative campaigns to raise awareness for Red Cross services.

Example: Volunteering in disaster zones or supporting people during crises.

5. Compassion

Caring/Advocate for others and wanting to make a difference to experience real life situations. Demonstrating care in community
Example: Helping those in need with empathy and kindness.

Frequency of group meetings:

Every Other Week

Proposed meeting day, time and location:

Day:	Wednesday	Time:	During lunch (12:47-1:17)	Location:	TBD

Applicant's Signature:	Nghi Gia Phan	Date:	10/10
Printed Name:	NGHI GIA PHAN		

Advisor's Signature:	Lauren Herrick	Date:	12/19/24
Printed Name:	Lauren Herrick		

Principal's Signature:	Lorena Moreno	Date:	12/20/24
Printed Name:	Lorena Moreno		

Lorena Moreno

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

Assnt Superintendent's Signature:		Date:	1/27/25

Dr. Jaron Fried

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

AUHSD Student Leaders
ANAHEIM UNION HIGH SCHOOL DISTRICT

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

APPROVAL OF AN EMERGENCY CONTRACT FOR GAS LINE REPAIR SERVICES AT CYPRESS HIGH SCHOOL

RESOLUTION NO. 2024/24-B-11

February 13, 2025

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

WHEREAS, on December 18, 2024, Southern California Gas Company ("So Cal Gas") was performing a routine meter inspection at Cypress High School when they detected an odor of gas; and

WHEREAS, upon further inspection with leak detection equipment, So Cal Gas determined that there was a compromise in the gas pipes at the school site; and

WHEREAS, on December 18, 2024, So Cal Gas turned off the gas and the District's Maintenance and Operations staff went to the school site and obtained a quote and approved the proposal from Clean-Out Kings for $72,800 to determine the location of the gas leak; and

WHEREAS, Clean-Out Kings excavated around 40 feet through concrete to expose the gas pipes and on December 19, 2024, determined that the leak was between the girl's locker room and the 300 Building (Room 302); and

WHEREAS, on December 19, 2024, District staff determined that an emergency existed prompting immediate action to repair the leaking gas pipes by Clean-Out Kings; and

WHEREAS, on December 20, 2024, at 8:30 a.m., Clean-Out Kings started the repair and determined that defective mechanical fittings on the underground gas pipes resulted in gas escaping underground; and

WHEREAS, the fittings were removed and new gas pipes, fittings and valves were installed underground at the location of the gas leak; and

WHEREAS, Clean-Out Kings repaired the gas pipes during the school holiday closure, at a cost of $87,200; and

WHEREAS, Public Contract Code Section 20113 provides that in an emergency when any repairs, alterations, work or improvement is necessary to any facility of public schools to permit the continuance of existing school classes, or to avoid danger to life or property, the Board of Trustees may, by unanimous vote, with the approval of the County Superintendent of Schools, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies without advertising for or inviting bids; and

WHEREAS, during the repair of the gas pipes the area affected was not accessible, and on January 7, 2025, the emergency repair of the gas pipes was satisfactorily completed by Clean-Out Kings for a total repair cost of $160,000, and So Cal Gas certified satisfactory completion of the repair on January 8, 2025.

NOW, THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. That the above recitals are true and correct.

2. That an emergency arose at Cypress High School requiring immediate action due to leaking gas pipes that caused a serious health and safety issue at Cypress High School.

3. That timely and immediate need for repair services was necessary to provide safe and adequate facilities for District students and staff, and to avoid unnecessary health and safety risks.

4. That the Board of Trustees, pursuant to Public Contract Code Section 20113, unanimously finds that immediate action was required at the time and constituted an "emergency" as defined by Public Contract Code Sections 1102 and 20113.

5. That the Board of Trustees ratifies all actions taken by District staff to address the emergency at Cypress High School and approves the emergency contract with Clean-Out Kings, and the payment of $160,000 for all services performed by Clean-Out Kings.

6. That the Board of Trustees delegated authority to Nancy Nien, Ph.D., Assistant Superintendent of Business Services, to do any and all things that are in the best interest of the District, and ratifies and approves all actions taken by Dr. Nien that were deemed necessary or advisable at the time, including authorizing all work and costs related to the emergency contract with Clean-Out Kings.

APPROVED, PASSED AND ADOPTED UNANIMOUSLY by the Board of Trustees of the Anaheim Union High School District this 13th day of February 2025, by the following 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 the secretary to the Board of Trustees thereof, hereby certifies that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 13th day of February, and passed unanimously by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Anaheim Union High School District Board of Trustees this 13th day of February 2025.

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

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

RESOLUTION TO ESTABLISH BUILDING FUND NO. 2128 FOR "SERIES 2025 BONDS"

RESOLUTION NO. 2024/25-B-12

February 13, 2025

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

WHEREAS, the Education Code 15140 provides that the Board of Trustees shall issue bonds on behalf of the District in order to renovate, repair, make improvements to District facilities; and

WHEREAS, the Board of Trustees has determined the need to establish a separate Building Fund (subfund 2128) to record the issuance of general obligation bonds in an aggregate principal amount not to exceed $150,000,000 as authorized by Bond Election of 2024, Series 2025, "Series 2025 Bonds"; and

WHEREAS, the District covenants that it will restrict the use of the proceeds of Series 2025 Bonds so as not to constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986; and

WHEREAS, the District covenants that funds will be expended for the purposes described in Measure K and applicable laws.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees authorizes the administration to establish a Building Fund with the County Treasurer effective February 13, 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
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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 therefore, 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 13th day of February 2025, 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 13th day of February 2025.

_____

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

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

CAREER AND TECHNICAL EDUCATION MONTH

RESOLUTION NO. 2024/25-E-12

February 13, 2025

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

WHEREAS, February 1 through February 28, 2025, 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, 2025, 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 13, 2025, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
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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 13th day of February 2025, 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 13th day of February 2025.

_____
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. 2024/25-E-13

February 13, 2025

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, 2025, 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 13, 2025, 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 13th day of February 2025, 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 13th day of February 2025.

_____
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. 2024/25-E-14

February 13, 2025

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 2025, 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 13, 2025, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
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) 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 13th day of February 2025, 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 13th day of February 2025.

_____
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 2025

RESOLUTION NO. 2024/25-E-15

February 13, 2025

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 2025,* 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 community 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 2025*** 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 13, 2025, 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 13th day of February 2025, 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 13th day of February 2025.

_____
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. 2024/25-E-16

February 13, 2025

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 2025 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 13, 2025, 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 13th day of February 2025, 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 13th day of February 2025.

_____
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. 2024/25-E-17

February 13, 2025

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

WHEREAS, Arts Education, which includes dance, music, theatre, 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

education program based on the adopted visual and performing arts curriculum documents.

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 13, 2025, 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 13th day of February 2025, 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 13th day of February 2025.

_____
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. 2024/25-E-18

February 13, 2025

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 2025 as Women's History Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on February 13, 2025, 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 13th day of February 2025, 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 13th day of February 2025.

_____
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. 2024/25-E-19

February 13, 2025

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 13, 2025, 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 13th day of February 2025, 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 13th day of February 2025.

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

SCHOOL-CONNECTED ORGANIZATIONS 1230

The Governing Board recognizes that parents/guardians and community members may wish to organize booster organizations for the purpose of supporting district and extracurricular programs. The Board appreciates the contributions made by such organizations and encourages their interest and participation in supporting District activities and helping to achieve the District's vision for student learning.

A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.

In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school.

In order for the Board to fulfill its legal and fiduciary responsibility to manage District operations, any persons proposing to establish a school-connected or booster organization shall submit a request to the Board for authorization to operate within the District or at a District school. (Education Code 51521)

A school-connected or booster organization shall obtain the written approval of the superintendent or designee prior to any fundraising activities used wholly or in part for the benefit of a district school or the students at that school. (Education Code 51521)

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary. (Education Code 49011)

In addition, the superintendent or designee shall establish appropriate procedures, guidelines and internal controls for the operation of booster organizations and the relationship between booster organizations and the District.

When deemed necessary by the Board or the superintendent or designee, the authorization for a school-connected or booster organization to conduct activities in the District may be revoked at any time.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
35160 Authority of governing boards
38130-38138 Civic Center Act, use of school property for public purposes
48931 Authorization for sale of food by student organization
48932 Authorization for fundraising activities by student organization

49431 Sale of food to elementary students during the school day
49431.2 Sale of food to middle, junior, or high school students
49431.5 Sale of beverages at elementary, middle, or junior high schools
51520 Prohibited solicitation on school premises
51521 Fundraising project

Board of Trustees
Approved: TBD
B

BOOSTER MANUAL

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Purpose of a Booster Organization

Booster organizations, foundations, auxiliary organizations and other parent-teacher organizations are composed of parents, community members, and staff members who join together to support specific school activities for the benefit of students. Such groups are commonly referred to as school-connected organizations. They serve an important function by connecting parents and other community members with the students' curricular and extracurricular activities. This manual will use the term "booster organizations" to refer to any of these types of organizations.

Booster organizations should supplement school programs and should conduct activities and fundraising events in which parents and other adult community members are the primary participants. Funds raised by these organizations are to be used to support programs; however, no student will be required to raise funds to participate in school programs and events. Booster organizations may raise funds and donate those funds to the district or purchase items with their funds for donation to the district, but they are separate from the District and not legally considered part of the District.

Although booster organizations are not governed by the Education Code, they do not have free access to schools and students. The Board of Trustees and District administration have, and must maintain, exclusive control and management of the public school system they serve. Education Code sections 51520 and 51521 require that any school-connected organization (booster organization) and/or activity be authorized by law and permitted by board policy.

Booster Organization Approval

In order to fulfill its legal and fiduciary requirements, the District or designee must approve all booster organizations. All booster organizations are required to submit an annual application to the district to register as a functioning booster organization for each school year, whether new or continuing (if previously approved). Any request for approval must include a completed application with all required documents.

Booster organizations are not permitted to operate until final approval is received from the school principal or site designee. Authorization shall be granted for a period of up to one fiscal year, beginning on July 1st and ending on June 30th, but may be revoked by the Superintendent or designee if considered necessary. Requests for continuing authorization must be presented annually.

Organization members and their board should be aware that no individual should personally benefit from the activities conducted by the organization.

Naming of the Booster Organization

A booster organization name may not imply any form of responsibility on the part of the District, school or ASB. A booster organization creates and maintains its own identity. The name of the school is not allowed to be used in the name without the addition of the word “booster” attached to the name. Booster organizations may not use the school or District address on its letterhead or for any other correspondence.

Tax Information

Booster organizations are not legal components of the school district and each organization must have its own tax identification number. The District recommends filing for tax-exempt status as a 501(C)(3) Non-profit. This is required for donations to be legally deducted by donors. Individual donors should consult their own tax advisor for additional tax advice. All necessary forms are obtained through the Internal Revenue Service (IRS) and California Franchise Tax Board. State and Federal forms and further information can be found on the following Web sites:

Tax Identification Number

IRS Form SS-4, "Application for Employer Identification Number"

Instructions: http://www.irs.gov/pub/irs-pdf/iss4.pdf

On-line application: https://sa.www4.irs.gov/modiein/individual/index.jsp

Tax-Exempt Status - Federal

IRS Publication 557, "Tax-Exempt Status for Your Organization"

IRS Rules & Procedures: http://www.irs.gov/pub/irs-pdf/p557.pdf

IRS Form 1023, "Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code"

Instructions: http://www.irs.gov/pub/irs-pdf/i1023.pdf Application: http://www.irs.gov/pub/irs-pdf/f1023.pdf

Note: Upon approval, the IRS will issue a determination letter that recognizes the booster organization's 501(c)(3) nonprofit, tax-exempt status. Booster organizations cannot legally furnish donors with receipts for a charitable tax-deductible donation unless they have obtained this type of official determination letter from the IRS.

Tax-Exempt Status - State

To apply for California tax-exempt status, use form FTB 3500, "Exemption Application" or FTB 3500A,

"Submission of Exemption Request"

FTB 3500, "Exemption Application"

Application & Instructions: http://www.ftb.ca.gov/forms/misc/3500-booklet.html

FTB 3500A, "Submission of Exemption Request"

Application & Instructions: http://www.ftb.ca.gov/forms/misc/3500a-instructions.html

Note: FTB 3500A can only be used by organizations that have a federal determination letter under Internal Revenue Code (IRC) Section 501(c)(3).

Generally, an approved 501(c)(3) tax exempt organization is required to annually file the following with the Internal Revenue Service:

0 - $50,000	Form 990 - N
$50,000 - $200,000	Form 990 - EZ
Over $200,000	Form 990

California requires a postcard filing for earnings under $25,000. Over $25,000 requires a Form 199. All 501(c)(3)'s in California are required to register with the California Attorney General's office and annually file a form RRF-1.

Organizations that do not file for 501(c)(3) status are not tax exempt. They cannot represent themselves as a tax-exempt entity and are a taxable entity for Federal and State tax purposes.

Additional IRS tax information may be found at:

https://www.irs.gov/charities-non-profits

Sales and Use Tax Laws & Obtaining a Seller's Permit

Booster organizations are not sales tax exempt, unless they have filled out the proper application forms from the California Franchise Tax Board. Organizations that have applied for and received a letter of exemption from sales tax do not have to pay sales and use tax when they buy, lease or rent taxable items that are necessary to the organization's exempt function. No item purchased tax-free by an exempt organization can be used for the personal benefit of a private party or other individual.

Any booster organization planning to conduct fundraisers involving the sale of goods or merchandise must obtain a California seller's permit. This is true even if the sales are not taxable. This includes, but is not limited to, the operation of concession stands, and selling of school spirit clothing or other items. Booster organizations may not use the seller's permit of another booster organization or the District's sales permit number. Sales by a booster organization are generally taxable.

For more information on obtaining a seller's permit, or on sales and use tax, you may contact the California Department of Tax and Fee Administration at http://www.cdtfa.ca.gov or call 1-800-400-7115. Information can also be found on the following web-sites:

Publication 73, "Your California Seller's Permit": http://www.cdtfa.ca.gov/formspubs/pub73.pdf

Publication 18, "Nonprofit Organizations": http://www.cdtfa.ca.gov/formspubs/pub18.pdf

Tax Guide for Nonprofit Organizations: https://www.cdtfa.ca.gov/industry/nonprofit-organizations/types-of-organizations.htm#schools-children-organizations

Banking Information

Booster organizations must have their own bank account. Co-mingling of booster organization funds and ASB funds is prohibited. To open a bank account, the booster organization must first obtain an Employer Identification Number (EIN) from the IRS. (See Tax Information section above) The booster organization shall use their official name on its checks and on its literature (refer to page 3 “Naming of the Booster Organization”).

It is suggested that at least two officers sign each check/disbursement for proper internal controls. All funds received should be receipted and deposited on a weekly basis. The treasurer should reconcile the bank statement monthly and prepare a monthly financial report to be reviewed and signed off by a second executive officer.

Insurance Requirements

District liability for conduct and activities of an organization established for the purpose of supporting the district may be based upon the nature of the relationship between the two entities. That relationship may be contractual or based on the amount of District control or on the fact that the District is the beneficiary of the organization's activities. Therefore, it is likely that a lawsuit based upon an activity of the organization will also name the District and seek a finding of joint liability. Whether the District is appropriately named or not, the District will incur legal expenses in defending the lawsuit.

The District requires booster organizations to provide a Certificate of Liability Insurance with the minimum required limits of coverage listed on the certificate and below:

General Liability: $1,000,000 per occurrence/$3,000,000 aggregate

It is additionally recommended that booster organizations maintain Crime Coverage or a Fidelity Insurance Bond in an amount enough to cover total booster cash assets.

You may use any insurance company of your choice; however, the following are two websites that may provide assistance:

www.boosterorganizations.org

www.rvnuccio.com

The certificate must indicate the Anaheim Union High School District endorsed as "additional insured", and have the name of the school in the description area. In addition to the Certificate of Insurance, the Additional Insured and Waiver of Subrogation Endorsement Pages will be required. Any questions relating to insurance requirements should be directed to the District's Risk Manager.

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.

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

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.

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.

When using school facilities, the District may, at its discretion, require a higher level of coverage based on the type of use requested, such as athletic activities and large events. The District may more effectively limit its exposure by adequately supervising and monitoring the activities of a booster organization.

Limit of Liability

The Booster Organization is not a school sponsored activity and participation in the Organization or in Organization activities is purely voluntary. Booster organizations are separate from the District. Booster organizations are not under the control of, nor are they the responsibility of, the school or District administration, or the Board of Education. Booster organization funds are not controlled by the District or students. Likewise, booster organizations will not be involved in the administering or supervising of the activities of student organizations. Booster organizations should not cause others to believe it is in charge of or has any responsibility for school activities, especially within the sport or activity the booster organization supports.

This manual establishes policies and procedures to be followed by booster organizations operating within the Anaheim Union High School District. School site and District administration will advise booster organizations on management, policies and procedures, and may review and/or audit booster organization's financial statements to ensure the organization's financial integrity. However, the district assumes no accountability or any direct or indirect liability for the operation and management of booster organizations. Any financial obligation incurred by a booster organization shall be solely that of the booster organization.

Booster organization officers are required to sign a hold harmless agreement as part of the booster application process.

Booster Constitution and Bylaws

All booster organizations require a constitution and bylaws. Minimally a ***constitution*** should include the following five elements:

1. Name and purpose of the organization.
2. Membership and Tenure.
    a. Who can join?
    b. How many members?
    c. What officers?
    d. Who has voting rights?
    e. Will those who move from the school attendance area be allowed to serve their terms if desired?
    f. What are the procedures for removing someone from office?
    g. How long will they be allowed to serve?
    h. Will they be allowed to serve consecutive terms? If so, how many?
    i. How will unexpired terms be filled when vacancies occur?
    j. Will leaves of absence be permitted?
3. Executive Board or Officers.
    a. Positions and duties of each position defined
    b. Position and term limitations (recommended not to serve for more than two consecutive fiscal years in any one position)
4. Method of amendments to the constitution.
    a. By who
    b. By petition of __ percent of members
    c. By ballot
5. Adoptions or ratification of constitution and any subsequent amendments.
    a. Shall require (percentage) vote of (Executive Board)

Minimally the ***bylaws*** should include the following six elements:

1. Duties and powers of Executive Board and Officers.
2. The composition and membership of committees.
3. Successions.
4. Elections and qualification for office.
5. Finances.
    a. Statement of internal controls, authorization of financial activities
    b. Who shall approve prior to any commitment
    c. Statement determining distribution of assets upon dissolution; should align with framework of the organization original purpose.
6. Meeting schedule.
    a. For regular and special sessions
    b. Time, manner, frequency
    c. What constitutes a quorum
    d. Who shall conduct meetings

The bylaws could state that vacancies of elected officers are to be filled by the person with the next highest number of votes in the most recent election and that all replacement officers may only finish the term of the person replaced. Organizations may also want to define the procedures for resignation, e.g., a letter to the chairperson, and/or establish criteria for terminating officers who fail to attend meetings, e.g. missing two consecutive scheduled meetings without cause or proper notice to the chairperson.

Membership

Parents, community members, and staff may be members of any booster organization.

District employees (teachers, coaches) are not allowed to be in a decision-making capacity for a booster organization at their own school site. An employee can be a member of the booster organization and be an adult volunteer at a fundraising activity.

The principal or site designee shall maintain ongoing communication with the organization.

No fees can be collected as a condition of membership unless the booster organization is a nationally recognized booster organization that requires fees at a national level.

Election of Officers

The election of officers for a booster organization should occur on an annual basis. At a minimum, they shall elect officers for the position of president, secretary and treasurer. These officers will make up the executive board. Each member of the executive board is required to ensure the booster organization procedures and operating practices are financially and legally sound, and in conformance with all rules, regulations, laws, ordinances and statutes applicable to the organization. As a member of the executive board, an individual is legally obligated to be prudent and reasonable in conducting himself to help preserve and protect the organization. Executive board members must actively participate in the management of the organization including attending meetings, evaluating reports and reading minutes.

Each officer is required to sign an acknowledgement form certifying the officer has read the Booster Organization Manual. Signed acknowledgement forms should be submitted, with the completed booster application, to the school principal or site designee before the first booster organization activity of the school year. The acknowledgement form is located at the back of this manual.

President

Typically, the president of a booster organization is an individual who has previously been active in the organization. The major duties include, but are not limited to, the following:

- Preside at all meetings of the organization.
- Regularly meet with the designated campus representative regarding booster activities.
- Resolve problems in the membership.
- Regularly meet with the treasurer of the organization to review the organization's position. The financial information should be reviewed on a monthly basis.
- Select an officer as the designee other than the treasurer to receive bank statements through the mail at their home address. This individual shall not be a signer on the account. Upon receipt, the designee should review the activity on the bank statement and canceled checks for

reasonableness. This provides an independent review by an individual not associated with disbursement activity.
- Schedule annual audit of records or request an audit if the need should arise during the year.
- Submit annual financial statements to the school site administrator.

Vice-President

The vice-president acts as the president's representative in his/her absence. They must remain familiar with the organization. The major duties include, but are not limited to, the following:

- Preside at meetings in the absence or inability of the president to serve.
- Perform administrative functions delegated by the president.

Secretary

The secretary is responsible for keeping accurate records of the proceedings of the booster organization and reporting to the membership. The secretary must ensure the accuracy of the meeting minutes and have a thorough knowledge of parliamentary law and the organization's procedures. The major duties include, but are not limited to, the following:

- Report on any recommendations made by the executive board of the booster organization.
- Maintain the records of the minutes and any standing committee rules, current membership and committee listing.
- Record all business transacted at each meeting.
- Maintain records of attendance of each member.
- Conduct and report on all correspondence on behalf of the organization.

Treasurer

The treasurer is the authorized custodian of the funds of the booster organization. The treasurer receives and disburses all monies indicated in the budget or as authorized by action of the booster organization. All persons authorized to handle funds of the booster organization should be covered by a fidelity insurance bond in an amount based on the organization's annual income and determined by the executive board; the fidelity/crime insurance bond should cost under $100. The major duties include, but are not limited to, the following:

- Serve as chairperson of the Budget and Finance Committee, if prescribed.
- Issue a receipt of monies received and deposit said amounts on a weekly basis (daily if receipts on hand exceed $250.00).
- Prepare a current financial report including bank statements, bank reconciliations, and financial statements within thirty (30) days of the previous month end. Copies should be available for review by the general membership.
- File current financial reports at the end of each semester (December and June) with the executive board.
- Maintain accurate and detailed account of all monies received and disbursed.
- File sales tax reports as required by the State Controller's office (monthly, quarterly, or annually).
- File annual IRS form 1099 in a timely manner. (See "Consultants" section)

- Submit records to the audit committee appointed by the organization upon request or at the end of the year.

Note: Due to the increasing requirements placed on charitable organizations by the Internal Revenue Service, it is strongly recommended the Treasurer have an accounting background.

Audit Committee

At the end of the fiscal year, an audit or internal financial review of the booster organization's financial records should be conducted. The audit or review should be performed by individuals who are independent from day-to-day financial activities. Ideally, this audit should be performed by a group of three individuals; however, if the membership size does not allow, the audit may be performed by two individuals. The treasurer should prepare the needed documentation and provide to the audit committee or outside audit organization. The audit committee shall make a report to the general membership upon completion of the audit. Any discrepancies noted shall be brought to the attention of the president of the organization and a resolution reached prior to presentation. All officers of the organization shall make records available, as requested by the committee. As an alternative to an audit committee, an audit may be conducted by an outside party, such as a CPA. The following site provides additional guidance on how to conduct an internal financial review- https://parentbooster.org/resources/guide-conducting-internal-financial-review

Standards for Meetings

Notice of all meetings should be provided to the school's activities office to be published seventy-two (72) hours prior to the meeting date. The notice should clearly indicate the date and time of the meeting and the items to be discussed. The booster organization may use school facilities only with prior approval of the principal or site designee.

Dissolution of Booster Organizations

To dissolve a booster organization, a resolution shall be adopted by the booster organization (or the executive board, if the organization is inactive) stating that the question of such a dissolution be submitted to a vote at a special meeting of the members having voting rights. At least fourteen (14) days prior to the meeting, written or printed notice shall be given to activities/athletics office stating that the purpose of such meeting is to consider the advisability of dissolving the organization. The booster organization must determine the distribution and usage of treasury monies and other assets before dissolution. In order to comply with Internal Revenue Service guidelines, care should be taken to ensure that excess funds are distributed within the framework of the organization's original purpose –i.e. band booster funds would remain with the musical program at that particular campus. Any other distribution of funds could void the organization's tax exempt status and force it into a fully taxable situation. This must be noted in the booster organization bylaws.

The District, principal, or site designee reserves the right of revocation of any booster organization to operate within the District with cause.

Operating Procedures

Purchases for Schools

Booster organizations by nature are designed to assist the school and/or ASB, and assistance may come in the form of donations such as cash, supplies, equipment and transportation. Donations to the school shall be processed in accordance with board approved policies and procedures. Donations to the ASB or an ASB organization will be accepted by the ASB's student council. Donations to a school or the District will be accepted/approved by the Board of Education of the District.

When a booster organization wishes to give the ASB or one of its organizations money for supplies or equipment, the booster organization will first donate the funds. In making the donation, the booster organization should clearly indicate the purpose of the donation. The purchase will then be carried out through the District's purchasing system by an authorized agent of the District and in accordance with District purchasing guidelines and statutory laws. It is recommended that all purchases of equipment for District use be made by the District through donations to adhere to District standards. When supplies or equipment is purchased from donated funds, it becomes the property of the school and District. All equipment and supplies purchased for a school must be shipped to a school district address. A booster organization address will not be used for purchases for schools made from donated funds.

A booster organization may also donate funds to the ASB or the school for transporting students to events. A field trip request form will be completed by the school in conjunction with the event. The District's Business Services office will invoice the booster organization for the cost of the transportation. In no event will a booster organization be permitted to remit payment directly to the transportation department, nor will they be permitted to contract for transportation by an outside agency.

Purchases for the Booster Organization

Purchases for the booster organization will be processed as disbursements directly from booster organization funds. This includes purchases of supplies or equipment as it relates to the day-to-day operation of the booster organization, as well as purchases necessary to conduct a fundraiser. As an example, if a booster organization is running a concession stand, they would purchase the items to be sold from booster funds.

Booster organizations are not eligible for the same special or discounted pricing as received or negotiated by the District, nor can a booster organization make purchases under a District contract. Booster organizations may however negotiate their own pricing or contracts from vendors of their choice. Neither the ASB nor the District is permitted to make purchases for or on behalf of a booster organization. This includes purchases for fundraisers. Items necessary for a fundraiser may not be purchased through the ASB, even if the booster organization provides the funding for the purchase. This would be considered co-mingling of funds and is strictly prohibited.

Hiring Request and Payment of Salaries

Booster organizations may wish to pay for additional District employees to assist with school sports and/or activities. With advanced approval from Human Resources, this is allowable for a booster organization to do. If a booster organization plans to pay for these additional services, the procedure is as follows:

Hiring Request (District Employees)

- Booster organization shall obtain approval from the principal for the type of position desired. School site will submit Intent to Work form and PAN.
- Upon approval, the site will contact Human Resources (HR) to initiate the employment clearance process.
- HR will begin the hiring process and notify the school when clearance is complete.

Payment of Salaries & Billing

Salary payment will be processed via District Payroll after:

- receipt of the approved PAN
- The District will require 50% of stipend amount prior to start of season
- The booster organization will be invoiced for the remaining 50% after the season or activity is completed.

Consultants/Independent Contractors

In the course of ordinary business, consultants may be hired to assist with various projects or presentations that may be needed. Booster organizations should be aware of the regulations that must be followed.

If someone is not already an employee of the school district, a determination must be made as to whether that person legally is considered an employee or an independent contractor under the IRS regulations.

Independent contractors frequently are called consultants within the school district community. If it is determined a person is a consultant, a completed W-9 is required prior to payment for services. Please reference IRS 1099 reporting requirements for consultants. (See page 23 of the AUHSD Booster Organization Manual)

Determining an Employee vs. Consultant/Independent Contractor

The following are IRS guidelines for making the distinction between employee and consultant/independent contractor. If the answer to any of these questions is YES, then the booster organization should classify the worker as an employee, and follow the above procedures for hiring requests and payment of salaries.

Does the booster organization provide the worker with instructions for when, where, and how to do the work? The following are all examples of types of instructions of how to do work and imply either independent determination by consultant or dependent status of employee:

When and where to do the work.

What tools or equipment to use.

What workers to hire to assist with the work.

Where to purchase supplies and services.

What work must be performed by specified individuals.

What order or sequence to follow.

- Does the booster organization provide the training for the worker? Consultants ordinarily use their own methods.
- Does the worker realize a profit or loss? A consultant can make a profit or loss; an employee would not.
- Is the worker's service a vital part of the booster organization operations? If a worker provides services that are a key aspect of the regular business activity, it is more likely that the employer has the right to direct and control their activities, indicating an employer-employee relationship.
- Does the worker perform services for the booster organization regularly and continually? If a worker is engaged with the expectation that the relationship will continue indefinitely, rather than for a specific project or period, this is generally considered evidence that the intent is to create an employer-employee relationship.
- Is the worker guaranteed a regular wage amount per hour, week or other period of time? Employees are generally guaranteed a regular wage per a given period of time; consultants are usually paid a flat fee for a job.
- Does the worker make their services available to the market? Consultants usually are free to seek out business opportunities; they often advertise, maintaining a visible business location and are available to work in the market.
- Is the worker reimbursed for business and travel expenses? Contractors are more likely to have unreimbursed expenses than are employees.
- Does the booster organization provide the equipment and tools for the worker? Contractors often have a significant investment in the tools they use to perform services for someone else.

Use of School Facilities

The school principal or site designee must approve on-campus activities, including meeting times, places, dates, and fundraisers. On-campus activities cannot conflict with school schedules, school activities, or district policies, which all take precedence over booster organization activities.

Should your organization require and/or desire the use of District facilities (for a meeting or other purpose), please submit a request through Facilitron at www.facilitron.com/auhsd92801. Requests should be submitted two weeks in advance before the intended activity, and should indicate that the event is booster-related if submitted as an internal (with district email address) request. It is

recommended that booster-related requests be submitted from a different account than the one registered with a District email address. Proof of insurance is required and can be uploaded at the time of the request or on the reservation page. If the event is staffed, any fees will be billed to the booster directly through Facilitron or invoiced through the District's Accounting Department.

The sale, purchase or consumption of alcoholic beverages or tobacco products while on school property or in the presence of students is specifically prohibited.

Gifts and Awards

Student and parent gifts to school district employees are an expression of appreciation for coaching, directing, or sponsoring student activities, rather than a gift of significant monetary value. Employees shall in no way encourage students, parents, or support groups to present gifts. Booster organizations should not give anything (including awards) to students without prior approval from school's coach/advisor.

Relationship and Interaction with District Personnel

The booster organization must not be used to attempt to influence the sponsor's, principal's or other administrator's decisions or be a lobbying group concerning matters which are duties assigned to district personnel, such as trips, staffing, and schedules. Additionally, they will not be involved in the direction of a coach or advisor, personnel issues, scheduling of contests, rules of participation, or policy making activities for a student group or extracurricular program. These administrative duties are the sole responsibility of the school and District administration.

Other Requirements

Booster organization members are expected to follow the same standards of conduct as District employees when chaperoning, sponsoring, or attending student activities.

All publications and communications that booster organizations send to parents and/or the community should be provided to the school site designee.

Booster organizations shall not directly support political activities by providing campaign donations or placing advertisements in support of a particular candidate as doing so could jeopardize the tax exempt status of the organization. If a candidate is running for office and is invited to join a meeting, all candidates running for the office must be extended an invitation to the meeting.

Fundraising

In accordance with Education Code Section 51521, programs, fundraisers or other activities sponsored by booster organizations must be authorized and conducted according to local board policy, laws, and school rules.

At the beginning of each school year, each booster organization shall submit to the principal or site designee a list of tentative fundraising events that each organization proposes to hold that year. Amendments to the scheduled fundraising events should be submitted three weeks prior to the event. The principal or site designee shall review the proposed events and determine whether the events are in conflict with or detract from the school's educational program. No fundraising activities can begin until the booster organization obtains approval from the principal or site designee.

The following are guidelines for booster organization fundraising activities within the Anaheim Union High School District:

- A Use of Facilities request must be pre-approved at the site level prior to the submission of a fundraising request. Attach a copy of the approved facilities request form to the fundraising request.
- Students shall not be involved in fundraising activities except as volunteers after school hours and/or off campus for the booster organization.
- All booster funds are collected and maintained by the organization. The District or ASB tax identification number cannot be used. No booster funds shall be kept in ASB accounts.
- No coercion should be exercised in fundraising activities and no student or teacher is required to raise any particular minimum of money or sell any minimum number of tickets, etc. Under no circumstances should pressure be brought to bear on students through competition or by special recognition of sales.
- Funds received from booster organization fundraising activities are used to benefit the student group and school in an appropriate way. Fundraising projects for parental groups should be:
    - For the educational benefit of the student group, coordinated through the principal or site designee.
    - For a specific project, as identified in the current approved budget.
    - In connection with the established goals and philosophies of the booster organization as well as Anaheim Union High School District guidelines.
    - For the benefit of the student program that the booster organization supports. The use of individual student accounts or tracking of student accounts is not allowed.

Education Code section 51520 states:

51520. (a) During school hours, and within one hour before the time of opening and within one hour after the time of closing of school, pupils of the public school shall not be solicited on school premises by teachers or others to subscribe or contribute to the funds of, to become members of, or to work for, any organization not directly under the control of the school authorities, unless the organization is a nonpartisan, charitable organization organized for charitable purposes by an act of Congress or under

the laws of the state, the purpose of the solicitation is nonpartisan and charitable, and the solicitation has been approved by the county board of education or by the governing board of the school district in which the school is located.

On-campus activities, especially fundraisers, should not supplant, duplicate, nor interfere with those of the school or other booster organizations. The principal or site designee has the authority to limit the number or type of on-campus fundraisers.

School-Connected Food Sales

Booster organizations must comply with Federal and State law as well as district policies and regulations on the sale of food on school premises. Booster organizations are encouraged to review and become knowledgeable of applicable laws including county food handling requirements, Federal and State nutritional standards, as well as the District's Wellness Policy. Booster organizations are one of the organizations that the district can authorize to operate the concession stands at sporting events in order to raise funds for the organization; however, the ASB is given first priority. Be aware that snack bars are subject to inspection by the County Health Department at any time.

Bingos, Raffles and Auctions

Penal Code Sections 320.5 (raffles), 319 and 326.5 (bingos), authorize, under defined circumstances, eligible organizations to conduct raffles and bingos. While it is not permissible for school districts, individual schools or ASB's to conduct raffles, nonprofit groups such as booster organizations, are allowed to conduct raffles and bingos as long as the group is tax-exempt in accordance with Revenue and Taxation Code 23701(d) and has been licensed to do business in California for at least one year.

Bingos

Certain tax-exempt organizations are authorized by state law and local ordinance to raise money from bingo, provided that: (1) the proceeds are used only for charitable purposes, (2) the games are conducted by volunteer members of the organizations, (3) no salaries are paid with bingo proceeds,

(4) there is no commingling of bingo money with any other funds, (5) the organization conducting bingo holds a valid license issued by the city or county in which bingo is played.

Please note the important restrictions on bingos:

Minors (under the age of 18) are not allowed to participate in any bingo game.

Only the members of the authorized organization can conduct, operate, or participate in the promotion, supervision, or any other phase of the bingo game.

Raffles

Raffles conducted by nonprofit organizations for charitable purposes are lawful under California law which took effect in 2001 (Penal Code 320.5). Ninety percent of raffle revenue must be used for a charitable purpose or program. Charitable organizations must register with the Attorney General's Registry of Charitable Trusts prior to conducting a raffle and must annually report the results of any raffles conducted on tax forms. Registration and reporting forms may be obtained from the Registry of Charitable Trusts by mail or from the Charitable Trusts website.

Please note the important restrictions on raffles:

At least 90% of the gross receipts of the raffle must be distributed to provide support for a beneficial or charitable purpose.

Detachable tickets must have identifying numbers.

Only adults (over the age of 18) may supervise the drawing.

The raffle may not be conducted over the Internet.

Information on how to conduct a legal raffle can be obtained by going to the California Attorney General's Web site at http://oag.ca.gov. Before the group can conduct the raffle, it must register with the Department of Justice and complete the annual raffle registration form at http://oag.ca.gov/sites/all/files/agweb/pdfs/charities/raffle/ct_nrp_1.pdf by September 1 of the year in which the raffle will be held. On an annual basis, the group is required to submit a report to the Department of Justice that includes the gross receipts and expenses incurred from the operation of the raffle, as well as the charitable or beneficial purposes for which the proceeds were used.

Auctions

An auction, on the other hand, is a group of items that have been donated or purchased that are then "sold" in a silent auction to generate donations for a specified group or activity. An auction held on a Saturday, conducted by a booster organization with the sole purpose of raising donations for the school, would be acceptable as a fundraiser. Both parents and students would be able to bid on the items, since it would not occur during school hours, and is not considered gambling. However, when a school is working with an organization, the community perceives that the funds raised will be used towards supporting school functions. Care must be taken by all involved that the donations received are used in the manner represented by the organization conducting the fundraiser.

Financial Procedures

Budgets and Budget Management

A budget should be developed at the beginning of the year to project expected revenues and expenses and should be revised as needed. Budgets are usually prepared for a one-year period and include the annual goals and a plan for achieving those goals by deciding the following:

Estimated revenues - What fundraisers will be held?

Estimated expenses - What will be the cost to conduct the fundraisers?

Estimated ending reserves and carryover - Is there enough left over to accomplish the goals that have been outlined?

Budget monitoring is also necessary. This is the process of comparing the budget to the actual revenues and expenses at a point in time to determine whether the revenues are coming in as expected and that the expenses are not exceeding the amounts authorized in the budget. This should be done at least monthly so that there is adequate time to adjust plans. If the budget is not meeting expectations because of lower than projected revenue or higher than projected expenses, booster organizations should revise the budget.

Financial Reporting to the Membership

At a minimum, the organization's membership should be provided with a financial statement and bank reconciliation at the end of each semester, monthly copies should be available for review. The financial statement should provide a comparison of budgeted versus actual expenditures and receipts. Cash receipts and disbursement reports should be available for review when needed and at the annual audit.

Financial Reporting to the District/School Site

Booster organizations are required to submit to end-of-year financial statements to the school site. Submit a copy of annual financial statements to the principal or site designee at the end of the fiscal year (and mid-year financial statements upon request).

Cash Receipts

All cash collections received by the booster organization for fees, dues, fundraising, etc. must be deposited in total and in a timely manner. All funds must be supported by some type of record documenting the source and amount of funds. Such documentation should be readily available for audit purposes.

Disbursement of Funds

At the outset of the school year, a budget of anticipated expenditures should be developed. Prior to a disbursement, the request to expend funds should be compared with the budgeted expenditures. Disbursements outside the scope of the budget or line items that exceed the approved budget should require a vote by the general membership. Direct payments to District employees are not permitted uses of booster funds, nor are the purchase of alcoholic beverages or tobacco products.

Approval should be obtained for all expenditures regardless of the amount; it is recommended this be written using a disbursement voucher. The appropriate supporting documentation (invoices, receipts) should then be attached to the disbursement form and filed in check number order. At no time should a check be issued without the appropriate supporting documentation.

Petty Cash

Each booster organization may maintain a small petty cash account. Strict controls must be maintained by keeping petty cash in a locked box accessible by only the treasurer and one other officer. Control of the petty cash account by a District employee is not allowed. The petty cash funds should be used for emergency purchases only. All other purchases should be made with a booster organization check.

Upon disbursement through the petty cash account, a receipt for the purchase should be retained. At any given time, the amount of petty cash remaining and the aggregate total or receipts on hand should equal the amount of the established petty cash account.

Bank Deposits

It is recommended that deposits be made daily, if the total receipts on hand exceed $250.00. All money must be deposited prior to holidays and weekends. To ensure the integrity of financial reporting, common deposit practices include:

- Separate all currency and coins by denomination and carefully count and record it in the appropriate section of the bank deposit form.
- A tape may be run of any checks included in the deposit rather than indicating the checks individually on the deposit slip. A copy of the tape should be retained with your copy of the deposit records.
- Total the deposit slip.
- Deposited receipts must be grouped together in consecutive sequence to assure all are received. Multiple receipt books should be grouped separately to provide adequate audit trails.
- Tally the pre-numbered cash receipts and make certain this receipt total matches the deposit total.
- Attach the cash receipt summary documents with a copy of the deposit slip and file in deposit date order.
- For large deposits, have another individual independently count the deposit and verify the amount has been correctly recorded on the deposit slip.
- Both individuals should initial the deposit slip.
- Seal the deposit in a deposit bag in the presence of the second individual. This is called dual control and places the organization in a better position to challenge any claim that the bank may make that the deposit received was not correct.

Bank Reconciliation

Upon receipt of the monthly bank statement, the balance indicated on the statement shall be reconciled to the bank account balance in the general ledger as of the last day of the month. The reconciliation should be completed within thirty (30) days of the date of the bank statement. Items that are needed for reconciliation are listed below:

Bank reconciliation form

Prior month's bank reconciliation

Bank statement

Check register and/or cash disbursement journal

Cash receipts journal

General Ledger

Internal Controls

Booster organizations are responsible for ensuring that proper internal controls exist for all of their financial activities. Internal controls are the foundation of sound financial management. They include the policies and procedures that an organization establishes to do the following:

- Ensure that operations are effective and efficient
- Safeguard and preserve the organization's assets
- Promote successful fundraising ventures
- Protect against improper fund disbursements
- Ensure that unauthorized obligations cannot be incurred
- Provide reliable financial information
- Reduce the risk of fraud and abuse
- Protect members and volunteers
- Ensure compliance with applicable laws and regulations
- Maintain an accurate inventory of all goods

It is critical to establish good policies and procedures relative to internal controls. Internal controls not only protect assets such as money and equipment, they also protect people. For example, establishing good internal controls for fundraising events significantly reduces the risk that anyone participating in the event will be accused of any impropriety. Internal controls include segregating duties according to members' functions so that one person is not handling a transaction from beginning to end. This is a critical part of a system of checks and balances. Functions that need to be segregated include the following:

Those who initiate, authorize or approve transactions

Those who execute the transactions

Those who record the transaction

Those who reconcile the transaction

1099 Requirements

Internal Revenue Service guidelines require that all payments for services in excess of $600.00 made to a vendor or an individual by a booster organization be reported on a form 1099 on an annual basis. The booster organization should secure an IRS form W-9 from the provider at the time of service to ensure the organization has an accurate record of the taxpayer identification number. The organization must then issue a form 1099 to all qualifying vendors for services performed in a calendar year by January 31 of the subsequent calendar year.

Annual Audit Requirements

An audit is an examination of the financial records of the booster organization. It assures that all income and expenditures are accounted for and consistent with the budget and goals for the year. It also verifies that the bank balance and ledger balance are reconciled. The audit is to protect the booster organization officers and the organization.

An audit should be conducted at the end of the fiscal year, when there is a change in treasurer, and when there is a change in any officer who signs booster organization checks.

An audit may be conducted by an outside party, such as a CPA or an audit committee. The audit committee should be comprised of at least two members of the booster organization (not the president or treasurer).

Audit procedures for the audit committee are as follows:

- Review reconciled bank statements and canceled checks to determine that:
- Disbursements have been properly documented with an invoice or receipt.
- Disbursements have been properly approved.
- Checks have been properly signed.
- Checks have been deposited or cashed by the payee indicated.
- Checks have been accounted for in the proper sequence (no missing checks).
- Check addition and subtraction on cash receipts and deposits.
- Compare cash receipts and deposits to the bank statement.
- Verify that receipts and disbursements were allocated to the correct account or budget category.
- Verify that income from sales, dues, or any other sources have appropriate backup. The total amount collected should match the amount deposited into the bank account.
- Review the treasurer's monthly reports and check them for accuracy. Review the beginning and ending balances on reports to verify that correct ending balances were carried forward as beginning balances on subsequent reports.
- Determine that only applicable booster organization officers are authorized signers on bank account(s). Former officers should not remain on the account(s) as authorized signers. In addition, the faculty sponsor shall not be an authorized signer on the account.
- Obtain proof that all applicable sales taxes were paid.

The audited financial report should be signed by all members of the audit committee and submitted to the principal or site designee (upon completion, when applicable) or following the end of the fiscal year.

Verify that 1099s were issued, if applicable.

Retention of Records

Since voluntary organizations often suffer from the constant turnover of officers and members, it is important that the activities of the organization be clearly documented and that a procedure for retaining those documents be established. Listed below are documents that should be retained by the organization for a minimum of 4 years.

Cash receipts

Cash disbursements and general ledger

Bank records

Income tax returns

Minutes of meetings as defined by the organization bylaws

GENERAL DO'S AND DON'TS OF BOOSTER ORGANIZATIONS

What to do:

- Obtain tax identification number and tax-exempt status, if applicable.
- Open financial account under the aforementioned criteria. Maintain records for continued status.
- Create a logo and name to be used. School and district logos shall not be used without specific authorization of the Superintendent or District designee; booster organizations have their own identity.
- Raise funds by using adult membership. Special projects may include students who volunteer.
- Maintain relationship with site personnel for input of needs.
- Donate all purchases to the school district in accordance with District policy.
- Donate funds to ASB accounts for specific student teams/groups.
- Consult District maintenance department prior to purchasing items that require installation or involve site or building improvements
- Consult business division prior to purchasing goods or services that require on-going maintenance contracts.

What NOT to do:

- Conduct fundraiser activities that require a student to participate.
- Co-mingle booster organizations funds with ASB funds.
- Represent booster organizations activities as those of the Anaheim Union High School District or one of its schools.
- Have district employees as booster members for the school they work at.

QUESTIONS & ANSWERS

1. Please clarify the difference between a booster organization and ASB.
    a. Booster organizations are parent organizations run by adults with all decisions as to activities, money handling, and spending done by the members and executive board of each organization.
    b. ASBs are district sponsored organizations located at school sites. Decisions are made by student council with approval by the Principal.
2. If we are not a booster organization, does everything go through ASB?
    a. It is recommended that the parent group work in conjunction with the school site ASB for fundraising events. Please be aware, parent groups that opt to not work in conjunction with ASB, are responsible for any tax ramifications on revenues earned.
3. Where does the completed booster application get turned in?
    a. The Activities Director or ASB Advisor at your school site.
4. Is contact information only required for the Executive Officer positions listed on the Booster Application?
    a. Yes, contact information is only required for those positions listed on the application.
5. Who approves the booster organization? Who approves the ASB?
    a. Booster organization applications are approved by the Board of Trustees. ASB organizations are approved by the Board of Trustees.
6. What is the deadline for submitting the booster application to the school?
    a. Approval must be obtained before any booster organization activities occur. If summer activities are planned, then approval needs to be secured before the end of the school year.
7. How is the booster organization acknowledged by the District?
    a. Booster organizations are required to submit an application each year to the school site. The school site will notify the booster organization once their application has been approved or if more information is required prior to approval.
8. Where do I get the applications at the end of the school year to re-apply for the new school year?
    a. Applications can be obtained from the school site or from the District's webpage, under "Parents"; "Booster Organizations". A sample booster organization application is located in the back of the Booster Organization Manual.
9. Is every organization on campus required to have a booster organization (e.g., chess organization, Red Cross)?
    a. No. ASB organizations can operate effectively without a booster organization.
10. Can the booster organization use the school's logo?
    a. No. Booster organizations are separate and distinct entities. They need their own identifying logo.
11. How is a booster organization supposed to stay separate from the school when representing our organization?
    a. Booster organizations should have their own identifying logo. It is extremely important that booster organizations and ASBs are identified as separate organizations.
12. Can the insurance just indicate the school as "additional insured" instead of AUHSD?
    a. No. Anaheim Union High School District needs to be listed as the additional insured on all Certificates of Insurance.

13. Does AUHSD provide insurance for events held at school facilities?
    a. Booster organizations are required to hold insurance coverage with the Anaheim Union High School District listed as an additional insured. The minimum required limits of coverage are listed on page 7 of the Booster Organization Manual.
14. I do not have a booster organization for my team. I do everything and I am the treasurer. Do I need liability insurance, tax 501(c)(3), and a bank account?
    a. Under the conditions you describe you are not a booster organization. Moneys you collect could be considered income to you by the IRS. Contact the ASB Advisor at your school site to determine how your activities can be transitioned to the ASB.
15. How does a team stay functioning if the parents decide they cannot meet these standards and have a booster organization?
    a. ASB organizations are formed to support student activities. ASBs can conduct fundraising events.
16. Where can the booster organization obtain examples of bylaws and constitutions?
    a. There is a sample Constitution & Bylaws used by ASBs in the FCMAT ASB Manual available at www.fcmat.org. It might provide a structure for creating one for your booster organization. Another booster organization at your school site might provide a copy of their Constitution & Bylaws.
17. Are Constitution & Bylaws one document or are they separate documents? Can they be combined into one document if all requirements are satisfied?
    a. Yes. The Constitution & Bylaws can be combined into one document as long as there is a section identified as bylaws.
18. Are booster organizations required to provide members (parents) a copy of their Constitution & Bylaws if requested?
    a. Yes, as a member of a booster organization, each individual should be able to obtain what would be considered to be public records. An organization's Constitutions & Bylaws certainly fall into that category. The Constitutions & Bylaws should be discussed at meetings.
19. Can the executive board determine how long a parent can attend a meeting? Can executive board members hold a meeting behind closed doors?
    a. There should be both executive board and general meetings. General meetings are open to all members. Executive meetings would be closed to members. The length of time at meetings would depend on the timeline of the published agenda.
20. How many board members does a booster organization need?
    a. Your booster organization Constitution & Bylaws will outline the number of board members and their duties.
21. Can an alumni become a booster member or an officer of a booster organization?
    a. The membership requirements should be outlined in the Constitutions and/or Bylaws.
22. Is there an age requirement for booster member or officer?
    a. Booster organizations are adult organizations. As long as the person is legally an adult and eligible under other criteria set by the Constitution and/or Bylaws, they can be a booster organization member or officer.
    b. Limitations will exist if the person is not of legal age to participate in a fundraising event such as games of chance or bingos.
23. Are teachers/coaches involved in booster meetings and fundraising?

   a. District employees are not allowed to be in a decision-making capacity for a booster organization at their own school site. An employee can be a member of the booster organization and be an adult volunteer at a fundraising activity.
24. Does a district employee have voting rights as a member?
   a. District employee may vote as long as it is for a booster organization that is not affiliated with the school site at which the employee works.
25. What is the role of the coaching staff as it pertains to the booster organization?
   a. Coaches should be working cooperatively with their booster organization. Needs of the team or student groups should be communicated. Coaches should have no leadership or decision-making responsibilities for a booster organization at their own school site.
26. Are AUHSD employees allowed to be a booster officer?
   a. Yes, with specific approval from the district and as long as it is not at the same site at which they work. Employees located at the same site as the booster organization are prohibited from serving on the Executive Board.
27. Is an audit committee recommended?
   a. Yes. It is always a good idea to have independent individuals review the financial transactions and decisions of the Executive Council.
28. Can a booster officer be part of the audit committee?
   a. No one who has decision making abilities within the booster organization should serve on the audit committee.
29. If a booster organization dissolves and records are kept for 4 years, who keeps the records if and when it is dissolved? The records will include personal information of a parent.
   a. You will need to check with the Internal Revenue Service to determine record retention requirements.
30. Our booster organization is likely to dissolve. Who do we talk to at the school about the ASB taking over so the team continues to function?
   a. The ASB Advisor at your school site should be your first contact. If not available, contact the Principal.
31. Can a booster organization deposit to ASB be allocated for a particular expense?
   a. Donations made to ASB can be directed to a specific organization or even a specific purpose. It cannot be directed to a specific student. The purpose of the donation needs to be a legal ASB expenditure and approved by the ASB student council.
32. Can a booster organization provide a “scholarship” to a student to help pay costs for entering a tournament? The student would otherwise be unable to play.
   a. No. No individual student should benefit from decisions made by the booster organization. The original charter of the booster organization and State of California non-profit and incorporation documents should be reviewed as to requirements.
33. Can the booster organization donate to the ASB fund to upgrade what the school intends to purchase (e.g., upgrading the wrestling mats)?
   a. Yes, as long as the district’s Purchasing Department and the school site agrees to the upgraded item.
34. If I buy team supplies and equipment and notify ASB so they can approve it and “recognize” my donation, does ASB have to approve the purchase and accept the donation?
   a. If the booster organization makes a purchase AND the ASB does not accept the donation, the items are returned to the booster organization.
35. Can you please explain the difference between “co-mingling” funds with ASB and making donations to the ASB account for organization/team purchases?

   a. The "co-mingling" restriction has to do with money. ASB money cannot be deposited into booster organization accounts. Booster organization money cannot be deposited into ASB accounts. Booster organizations can fundraise and then make a donation of cash and/or supplies if they wish.

36. Must all purchases be reported as donations for the District's Board of Education approval (supplies/equipment, transportation)? Must all cash be reported as donations?
    a. Yes and yes. The District would like to acknowledge all donations made in support of their students. When donations include supplies & equipment, it is best to make sure all parties agree and can use those items to be donated. Equipment donations should be approved by the school district to make sure ongoing maintenance concerns have been addressed before the purchase.
37. How does a booster organization determine what money goes to ASB?
    a. That is a booster organization decision. Typically there is communication between the coach and booster organization as to specific needs.
38. Who determines what a booster organization pays for on the campus (e.g., equipment or track)?
    a. For the use of school/district facilities, the District Office makes this determination.
    b. For items being purchased by the booster organization and donated to the school site, it is the booster organization's decision; although, equipment donations should be approved by the school district to make sure on-going maintenance concerns have been addressed before the purchase.
39. Can the booster organization withdraw cash to make purchases?
    a. The better option would be for items to be purchased and reimbursement be requested. Written procedures may exist that would allow for cash to be extended in advance for purchases with receipts and change being submitted to the booster organization immediately after the event.
40. Can a member or officer that has a business not benefiting from boosters, but boosters can benefit from them, be a conflict?
    a. Individuals who have decision-making responsibilities for the booster organization should not benefit from their decisions. For example, if an executive council member voted to use their own company to purchase items, this would be a conflict of interest.

    b. Booster organization members who own a business, but do not make the decisions as to spending or buying from themselves do not have a conflict of interest.
41. The booster organization purchases all the equipment; do the purchases have to be donated to ASB?
    a. No. Booster organizations have the right to retain ownership of equipment purchased.
42. If the booster organization purchases uniforms and donates them to the school, does the school maintain them? Can uniforms be purchased and not donated?
    a. Yes. Donated items become the responsibility of the school site.
    b. Yes. Booster organizations are under no obligation to donate to ASBs. Uniforms can be purchased and maintained themselves.
43. How do donations get acknowledged?
    a. The Donation Form should be completed when making the donation and can be obtained from the school site office. The School Board will acknowledge donations at each board meeting.
44. If a district employee is working after their scheduled district hours why would the booster organization have to pay benefits for that person? Are employees allowed to volunteer time?

   a. IRS regulations are strict as to payment of employees and their appropriate statutory benefits. Certainly, employees have the option of volunteering their time; however, if they are paid in any way, payment must be made via district payroll.

45. What are fixed costs that get added to stipend payments?
    a. Fixed costs for salary payments could include any of the following as applicable: FICA, Medicare, State Unemployment Insurance (SUI), Workers Comp, OPEB, STRS, PERS.
46. Do the district procedures for paying coaches apply to summer leagues?
    a. Yes, the district procedures are to be used for any payment of salaries, at any time of the year.
47. Is there a limit to stipends?
    a. District paid stipends have contractual set amounts and cannot be altered for any reason.
48. Will the booster organization need to provide workers' compensation for coaching staff if employed by the district?
    a. No. All employees paid by the district are covered by the district workers' compensation.
49. Why aren't employees 1099'd on payouts to individuals?
    a. IRS has strict rules regarding employees and consultants. Typically a person cannot be both and so a 1099 would not be allowed for an employee.
50. How does the janitor work at a school event (e.g., award ceremony in the evening at a district facility)?
    a. The district will hire appropriate staff for events approved by submission of the Use of Facilities request form.
51. Are coaches district employees?
    a. Yes, coaches are employees of the district.
52. Are vendors considered employees?
    a. No. Vendors are individuals providing a service or companies providing supplies, equipment or services. IRS guidelines should be reviewed to determine the use of consultants and vendors.
53. Can the head coach arrange facility requests for the booster organization?
    a. Booster organizations must make their own arrangements.
54. ASB fundraising vs. Booster Organization, who gets priority?
    a. ASB fundraisers have first priority. Submission of the booster's annual fundraiser calendar is very important for coordination.
55. Can fundraising be done for future projects?
    a. Yes. Fundraising activities and their purpose are decisions made by the booster organization.
56. Can booster organization fundraisers be on school campus if after school hours?
    a. All fundraisers must have approval by the school site. Fundraising activities by outside organizations are restricted until one hour after school ends.
57. If the fundraiser will not take place on school property, does the booster organization still have to get district approval?
    a. While approval is not required, coordination of fundraising activities is strongly encouraged. Your fundraising list should be on file with the school site.
58. Does the fundraising list need to be resubmitted if there is a change of site administration?

   a. No, your fundraising list should be on file with the school site. It is only necessary to re-submit if there is a change of fundraisers.

59. Can students participate in booster fundraisers?
    a. Students can voluntarily participate in a booster organization fundraiser as long as they clearly identify that they are raising funds for the booster organization and they are legally able to participate in the fundraiser (bingo, raffle, casino night, etc.).
    b. Fundraisers cannot be held during the school day. The school day is considered to be one hour before the start of school and one hour after the end of the school day.
60. If students want to help parents fundraise can they wear their uniforms?
    a. No. Students who voluntarily participate in a booster organization fundraiser cannot identify themselves with the school; they need to be identified with the booster organization
61. Can the booster organization fundraise a tangible, non-food, item during school hours?
    a. Typically, booster organizations are not allowed to conduct fundraisers on school campuses during school hours. Booster organizations can only fundraise on campus with advance permission from the Principal.
62. In the past booster organizations have been told that if students sell it, the money has to go to ASB. Please clarify what activities, where students are involved, can have the profits go to the booster organization.
    a. Students can voluntarily fundraise for a booster organization as long as they are legally able to participate in the fundraising event (bingo, raffle, casino night, etc. are examples where students cannot participate), as long as they clearly identify themselves as fundraising on behalf of the booster organization and are not in competition with ASB.
    b. Remember booster organizations are parent/adult organizations. Most fundraising activities should be conducted by their members.
63. Is it possible for two booster organizations, from two different sites within AUHSD, to conduct a joint fundraiser?
    a. Yes. Fundraisers are approved at the school site level.
64. Do all fundraisers need to be deposited into booster organization funds first? Example, the booster organization hosts a competition with attendance from other high schools, should the checks for the competition be written to the booster organization and not the high school?
    a. Yes. If the fundraising event is conducted by the booster organization all monies would be handled by booster organization members.
65. Is the fundraising events list booster organizations provide to the school only for fundraisers held on school campus?
    a. Communication is very important. All fundraising events, regardless of location, should be included on the list of booster organization fundraising events submitted to the school site.
66. Does an event like a car wash need to have fundraiser approval as well as a facilities use permit?
    a. All fundraisers should be on the list of fundraising activities submitted to the school site. Facilities use is handled at the District Office. The District webpage under “Our Departments”; “Business Services”; “Facilities”; “Use of Facilities” provides information.
67. Can the booster organization track parent donations, specifically to provide a tax-deduction receipt?
    a. Tracking of donations is allowed for the sole purpose of providing tax-deduction receipts and for sending thank you letters. What is not allowed is the tracking of donations by students.

68. Can a parent ask how much has been pledged per student? Can a parent ask how many donations have come in for a student?
    a. Student tracking is not allowed. Once donations are received they should be tracked only by donator for tax purposes and for sending thank you letters.
69. What are your recommendations for snack bar sales?
    a. First choice: cash registers. Second choice: cash drawers or cash boxes. To insure sales match cash collected, inventory needs to be taken before and after each sale.
70. Can booster organizations have a bake sale during a game? Can food be made from home?
    a. Your local health department can best answer this question.
71. For snack bar sales, can booster organizations sell food when school is out?
    a. The restrictions on food sales end one hour after the school day ends.
72. Is a food handling class needed for snack bar?
    a. You will need to check with your local city or county health department to determine all food handling and preparation requirements.
73. Since booster organizations cannot track student accounts, can an Excel spreadsheet be done with ticket numbers per student to track money collected from each student?
    a. Yes. It is recommended that booster organizations use a Ticket Inventory Log for tickets issued and returned.
    b. Remember fundraising is not required – IT IS VOLUNTARY.
74. Can the booster organization track tickets provided to students for a car wash? What if a student does not return the tickets or the equivalent cash, can the student be charged?
    a. Yes. It is recommended that booster organizations use a Ticket Inventory Log for tickets issued when a student voluntarily fundraises for a booster organization.
    b. No. Students cannot be charged should a situation occur where tickets and/or money is not returned.
75. Can students sell bingo and/or raffle tickets?
    a. No. It is illegal for students to sell tickets for gambling or games of chance unless they are of legal age. Booster organizations are parent organizations and fundraising should be conducted by adults whenever possible BUT certainly when the fundraiser is a bingo or raffle.
76. If the student is not of legal age to sell bingo or raffle tickets, is advertising permissible?
    a. A student may volunteer to distribute advertising material for a booster event.
77. Does a 50/50 raffle violate the 90/10 law of fundraising?
    a. Yes. Penal code 320.5 states “at least 90 percent of the gross receipts generated from the sale of raffle tickets for any given draw are used by the eligible organization conducting the raffle to benefit or provide support for beneficial or charitable purposes…”.
    b. In addition, good cash handling procedures do not permit the spending of monies from amounts collected.

78. Can booster organizations conduct a raffle of donated items, not 50/50 drawing?
    a. Booster organizations are allowed to hold raffles. It is recommended that booster organizations review Penal Code section 320.5 for regulations.
79. Can the booster organization charge an annual fee to opt-out of fundraising and volunteer activities?
    a. Fundraising is not required, it is voluntary. No students shall be required to pay a fee for not fundraising nor shall a student be required to raise or sell a minimum level. Booster organizations shall adhere to the same rules that apply to the school and students.

80. If the booster organization purchases candy that will be sold under the representation of ASB, is this co-mingling? Then the booster organization wants reimbursement for candy expense from ASB, all income will be deposited in ASB.
    a. It is illegal for ASBs to pay for booster organization supplies, which the candy would be in this case, so reimbursement to the booster organization would not be allowed. In this situation, the booster organization should purchase the candy and then donate it to the ASB.
81. What type of fees are booster organizations allowed to request from students? For example, spring sports fees, transportation fees, etc.
    a. Fees are not allowed to be required or requested from students. Booster organizations are parent organizations. They are formed to benefit students.
82. If an annual booster organization budget is approved by general membership, does each individual expenditure need ASB approval?
    a. ASB does not approve booster organization expenditures.
83. How much money is allowed to be carried over each year?
    a. IRS guidelines can best provide the answer to this question. The Booster Organization Manual has IRS contact information.
84. Can a prior year booster organization board approved expenditure be enforced this year or does a specific annual expenditure have to be approved each year?
    a. If approved expenditures cross-over fiscal years they must be noted in the Board minutes.
    b. Expenditure approvals are good for the term of your booster organization approval, typically until the end of the school year.
85. Who do the year end reports go to at the district?
    a. All reports should be submitted to the school site.
86. When should the annual financial reports be provided?
    a. Booster organization approval is based upon a fiscal/school year, July 1 - June 30. Annual financial reports (July – June) should be submitted at the end of the fiscal year.
87. Where does the completed audit get submitted?
    a. The completed audit will remain with booster documents and should be made available upon request.
88. Can the treasurer be available to answer questions during an audit?
    a. The audit committee should have the ability to contact the treasurer during an audit.

SCHOOL-CONNECTED ORGANIZATIONS 1230

The Governing Board recognizes that parents/guardians and community members may wish to organize booster organizations for the purpose of supporting district and extracurricular programs. The Board appreciates the contributions made by such organizations and encourages their interest and participation in supporting District activities and helping to achieve the District's vision for student learning.

A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.

In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school.

In order for the Board to fulfill its legal and fiduciary responsibility to manage District operations, any persons proposing to establish a school-connected or booster organization shall submit a request to the Board for authorization to operate within the District or at a District school. (Education Code 51521)

A school-connected or booster organization shall obtain the written approval of the superintendent or designee prior to any fundraising activities used wholly or in part for the benefit of a district school or the students at that school. (Education Code 51521)

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary. (Education Code 49011)

In addition, the superintendent or designee shall establish appropriate procedures, guidelines and internal controls for the operation of booster organizations and the relationship between booster organizations and the District.

When deemed necessary by the Board or the superintendent or designee, the authorization for a school-connected or booster organization to conduct activities in the District may be revoked at any time.

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
35160 Authority of governing boards
38130-38138 Civic Center Act, use of school property for public purposes

48931 Authorization for sale of food by student organization
48932 Authorization for fundraising activities by student organization
49431 Sale of food to elementary students during the school day
49431.2 Sale of food to middle, junior, or high school students
49431.5 Sale of beverages at elementary, middle, or junior high schools
51520 Prohibited solicitation on school premises
51521 Fundraising project

Board of Trustees
Approved: TBD
B

Anaheim Union High School District

Booster Organization Manual Acknowledgement Form

As an elected officer to a booster organization operating within the Anaheim Union High School District, I certify that I have read the Anaheim Union High School District Booster Organization Manual. I understand the procedures outlined in this manual and will adhere to its instruction. At any time should I have questions regarding policies or procedures, or the information outlined in this manual, I will contact the school site administration for clarification or further instruction. I further understand that the information provided in this manual is not intended to be specific or all-inclusive. It is the responsibility of the booster organization to fully understand all laws that govern the operation of booster organizations.

Where necessary, the booster organization will seek competent professional financial and tax advice for accounting and filing requirements. The District assumes no accountability or liability for the operation and management of booster organizations. I understand that as an officer of the booster organization, and member of the executive board, I am required to ensure the booster organization procedures and operating practices are financially and legally sound, and in conformance with all rules, regulations, laws, ordinances and statutes applicable to the organization. I further understand and accept that I am legally obligated to be prudent and reasonable in conducting myself to help preserve and protect the organization.

Booster Organization Name: _____

Printed Name: _____

Office Held: _____

Signature: _____ Date: _____

Maintain a copy of this manual for your reference.

Please return this signed receipt form to the school site administrator.

Anaheim Union High School District

Booster Organization Hold Harmless Agreement

Booster organizations and its officers or operators will agree to indemnify, defend, and hold harmless the Anaheim Union High School District, its Board Members, officers, agents, teachers, staff or any other employees from any damage injury or harm involving any student, parent or third party arising from or which occurs in any way as a result of or related to Booster Organization activity regardless of location, including every claim or demand made, every liability, loss, damage, or expense, of any nature whatsoever by any student, parent or third party which may be incurred by reason of:

Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the Booster Organization or its representatives or participants, including any corporations, district employees, firm or corporation employed by the Booster Organization which arises from negligence or misconduct on the part of the Booster Organization, its representatives, students or participants , or which in any way is related to Booster Organization activity, regardless of date, time or location.

Any injury to or death of persons or damage to property, any loss or theft sustained by persons, firms or corporations, including the applicant participating in Booster Organization activity or conduct related to Booster Organization activity, or otherwise arising from any act of neglect, default, omission, negligence or willful misconduct of the Applicant, its members, or any person, firm or corporation employed by the Applicant, either directly or by independent contract, and attributable in connection with the activity covered by this agreement, on or off District property and during or outside of school hours.

Booster organizations, at their own expense, cost and risk, shall defend any and all actions, suits or other proceedings that may be brought or instituted against the District, its Board, officers, agents, or employees and shall pay or satisfy any such claim, demand, liability or judgment rendered against the District, its Board, officers, agents, or employees in any action, suit or other proceedings arising out of the booster activities.

ACKNOWLEDGED BY BOOSTER ORGANIZATION PRESIDENT:

Booster Organization Name: _____

Printed Name: _____

Signature: _____ Date: _____

ANAHEIM UNION HIGH SCHOOL DISTRICT
Application for Booster Organization

I. GENERAL INFORMATION

Name of Organization: _____

School Site: _____

Mailing Address: _____

Booster Web Address: _____ Date Requested: _____

II. EXECUTIVE BOARD OFFICERS

	Name	Address	Phone	Email	Term	End Date
President						
VP						
Secretary						
Treasurer						

III. PURPOSE (Describe the purpose of the organization)

_____

_____

_____

_____

IV. ANNUAL OBJECTIVES (List specific goals for the school year)

_____

_____

_____

_____

PRELIMINARY APPROVAL

This certifies you have satisfied sections I thru IV. Please complete remaining sections and resubmit for Final Approval. You are not authorized to operate as a booster organization until all sections have been satisfied and signature for final approval is received from the District.

School Site Administrator: _____ Date: _____

V. FINANCIAL INFORMATION

Name of Bank: _____ Account Number: _____

Address of Bank: _____

Tax ID # (EIN): _____

Authorized Signers: _____

VI. REQUIRED DOCUMENTS (Attach copies)

- ☐ Booster Organization Constitution
- ☐ 501 (c)(3) Federal Determination Letter (if applicable)
- ☐ Booster Organization Bylaws
- ☐ Hold Harmless Agreement
- ☐ Proof of Tax ID #
- ☐ Certificate of Insurance
- ☐ Booster Organization Manual Acknowledgement Form (Signed by each officer)
- ☐ Additional Insured Endorsement
- ☐ Fundraiser List
- ☐ Prior Year audit (if continuing organization)

FINAL APPROVAL

This certifies you have satisfied all sections of the Anaheim Union High School District Application for Booster Organization. Authorizations are granted per school year. You must resubmit your application annually to continue to operate as a booster organization.

Verification Booster Organization Workshop Attendance:

Name of Attendee: _____ Date of Attendance: _____

School Site Administrator Signature of Approval: _____ Date: _____

Authorized Date Range: (From) _____ (To) _____

DENIED APPLICATION

Based upon the information submitted on this application the Anaheim Union High School District hereby denies the Application for Booster Organization.

Signature of School Site Administrator: _____ Date: _____

Rationale: _____

A booster organization reserves the right to re-apply once the basis for denial has been remedied.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Revocation of Application for an Existing Booster Organization

GENERAL INFORMATION

School Year: _____

Booster Organization: _____

Booster Contact: _____

School Site: _____

☐ Non-Compliance ☐ Incomplete Paperwork ☐ Other (Describe below):

_____

_____

_____

_____

For School Use

It is recommended by site administration to revoke the application of above-named Booster Organization.

Signature of School Site Principal: _____ Date: _____

For District Office Use

In accordance with Board Policy 1240, the Anaheim Union High School District, by recommendation of the School Site Principal, hereby approves the request to revoke the application of the above-named Booster Organization.

All Booster fundraising activities shall cease operation immediately and the process for Dissolution under the Booster Bylaws shall begin.

Signature of District Administrator: _____ Date: _____

ARTS EDUCATION **7605**

The Board of Trustees recognizes that ~~by~~ engaging in courses of study in the arts~~,~~ **allows** students ~~learn~~ to develop initiative, discipline, perceptual abilities, and critical thinking skills that ~~provide~~ **are essential for** twenty-first century learning ~~necessary for jobs~~ and careers ~~in all areas of life~~. The Board ~~of Trustees~~ believes that access to a comprehensive arts education program is a~~n integral~~ **fundamental** part of the **whole child** education provided to **all** students in all grades.

The District's comprehensive arts program shall include a written, sequential, standards-based curriculum in dance, music, theatre, and visual arts. Students shall have opportunities to improve artistic skills, create and/or perform original works, acquire an appreciation of the arts from many eras and cultures, and develop an intellectual basis for making aesthetic judgments. **This program aligns with the Career Preparedness Systems Framework (CPSF), integrating technical and transferable skills, reinforcing the 5 Cs, embedding equitable decision-making, and encouraging student agency in all four Artistic Processes: Creating, Presenting, Responding, and Connecting.**

~~If funding becomes available, the Board of Trustees will support the selection of a qualified arts coordinator who will provide leadership, vision, planning, and resources for the District. The coordinator will work with an arts committee that will develop the comprehensive arts education program. The committee shall include representation from education, business, and arts communities.~~ **The Board of Trustees supports the role of Director of Arts Education, who is responsible for planning, implementing, supervising, coordinating, and evaluating arts education instruction across the District. The Director of Arts Education ensures the effective implementation of the California Arts Standards and Frameworks at all grade levels, manages the arts curriculum specialists, provides budgetary guidance and oversight of Proposition 28 funding, oversees professional learning opportunities, and assists in the development, implementation, and evaluation of curriculum and instruction in the arts on all campuses.**

The Board of Trustees supports collaborations with institutions of higher education, businesses, and community arts agencies **to provide enriched opportunities for student engagement and learning in the arts.**, ~~and~~ **The Board** is committed to providing the necessary time, staff, and financial resources in order to fulfill the District's part in these school-community partnerships.

The Board of Trustees acknowledges the importance of effective, high-quality, ongoing professional development in arts education. Certificated staff, administrators, and counselors will be provided opportunities to become knowledgeable about curriculum

developments in the arts and strategies for delivering a comprehensive, standards-based arts program to students. **This professional development will include both peer-led and consultant-based experiences and support teachers as artists as well as educators.**

Furthermore, the Board reaffirms the District's commitment to arts equity, ensuring that all students, regardless of background, culture, language, or place of residence, have the right to participate and succeed in high-quality courses in all the arts disciplines as part of their basic education. This commitment includes providing culturally and linguistically responsive and relevant arts learning, and safeguarding every student's artistic and aesthetic development.

The Strategic Plan for Arts Education will guide the District in expanding arts education, promoting equity and inclusion, fostering community partnerships, enhancing arts infrastructure, and preparing students to be well-rounded individuals who can contribute meaningfully to society, approach life and learning with creativity, and embrace a lifelong appreciation for the arts.

Legal Reference:

Education Code

~~8810-8819.5 Arts education~~

~~8820-8830 Arts Work Visual and Performing Arts Education Program~~

8820-8822 The Arts and Music in Schools Funding Guarantee and Accountability Act

51204 Course of study designed for students' needs

51220 Course of Study, grades 7-12

51225.3 Graduation requirements

~~58800-58805 Specialized secondary programs~~

60605.13 California Assessment of Academic Achievement: Program Provisions

~~99200-99205 Subject matter projects~~

Board of Trustees
June 4, 2009
Revised: TBD

AUHSD Arts, Music and Instructional Materials Block Grant

EXHIBIT S

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Anaheim Union High School District	Seema Sidhu, Director of Learning and Development	sidhu_s@auhsd.us (714) 999-3511 ext. 3579

A description of how educational partners were involved in the development of the plan.

The AUHSD Arts, Music, and Instructional Materials Block Grant is aimed at supporting arts and music programs, as well as providing instructional materials that align with educational standards. The purpose is to ensure that all students have access to high-quality resources, engaging curricula, and enriching activities that contribute to their academic and social-emotional development. The funds are also intended to support professional development for staff, improvements in school climate, and operational costs, such as retirement and healthcare, with a focus on sustaining programs that enhance the learning environment.

District administrators met separately with the District English Learner Advisory Committee (DELAC), counselors, and the Districts' Opening of School teacher input group. This input informed the strategies to be implemented.

Expenditure Plan

Obtaining standards-aligned professional development and instructional materials for specified subject areas	Planned Expenditures	Actual Expenditures
No planned expenditures		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	$0	[Actual expenditures will be provided when available]

Obtaining professional development and instructional materials for improving school climate	Planned Expenditures	Actual Expenditures
No planned expenditures		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	$0	[Actual expenditures will be provided when available]

Developing diverse, culturally relevant and multilingual school library book collections	Planned Expenditures	Actual Expenditures
No planned expenditures		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	$0	[Actual expenditures will be provided when available]

Operational costs, including retirement and health care cost increases	Planned Expenditures	Actual Expenditures
Hiring additional staff including teachers, counselors, psychologists and social workers.		[Actual expenditures will be provided when available]

Operational costs, including retirement and health care cost increases	Planned Expenditures	Actual Expenditures
Allocating funds to cover the rising costs of retirement and healthcare benefits for current and newly hired staff.		[Actual expenditures will be provided when available]
		[Actual expenditures will be provided when available]
Total Funds to implement the Strategies		[Actual expenditures will be provided when available]

COVID-19-related costs necessary to keep pupils and staff safe and schools open for in-person instruction	Planned Expenditures	Actual Expenditures
As related to the COVID-19 pandemic, AUHSD acquired protective equipment, masks, additional cleaning supplies, COVID-19 tests, ventilation upgrades, and other similar expenditures to ensure pupils and staff are safe from COVID-19 and schools are open for in-person instruction.		[Actual expenditures will be provided when available]
Upgrading HVAC systems and purchasing air filters to ensure clean air circulation in classrooms, especially in music rooms and art studios where students engage in activities for extended periods of time.		[Actual expenditures will be provided when available]
Provision of masks, sanitizers, and other PPE for students, staff, and visitors during arts and music programs, especially during performances or large group activities. Purchasing additional cleaning supplies and hiring extra custodial staff to maintain rigorous cleaning schedules.		[Actual expenditures will be provided when available]
Total Funds to implement the Strategies		[Actual expenditures will be provided when available]

Memorandum of Understanding

by and between

WestEd, Urban Arts, and Anaheim Union High School District

This Memorandum of Understanding ("MOU") is effective as of the date fully signed by the Parties and sets forth the agreement between WestEd, a California joint powers agency, Urban Arts, a New York non-profit organization, and Anaheim Union High School District ("District") to participate in a study around the Creative Coders: Middle School CS Pathways Through Game Design ("Project"). At times herein, WestEd, Urban Arts, and District are referred to each as a "Party" and collectively referred to as "the Parties."

This MOU is a Non-Financial agreement.

1. Purpose

As part of the project titled *Creative Coders: Middle School CS Pathways Through Game Design*, funded by the U.S. Department of Education's Office of Elementary and Secondary Education through an Education, Innovation, and Research grant, WestEd will serve as an independent evaluator tracking student outcomes and project goals as well as measuring teacher fidelity to the professional learning course. WestEd will study the implementation and impact of Creative Coders in schools across multiple states on student outcomes. WestEd will collect data from District teachers and students. The data may include interviews, focus groups, surveys, and classroom observations. Additional data will include teacher background and student demographic data. Identifiable data collected by WestEd during the study will only be available to necessary staff at WestEd.

Urban Arts will provide a game design-based Intro to Computer Science Curriculum along with scaffolded instructional support for a teacher on staff at District, who will be responsible for its implementation over the course of one semester.

The Parties also wish to adequately protect student, parent, teacher, and/or District staff data and to comply with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.

2. Term and Termination

A. This MOU is effective as of the date first set forth above and expires December 31, 2026.

B. Either Party may terminate this MOU without cause, provided that written notice is given to the other Party at least 30 days in advance.

C. The termination or expiration of this MOU shall not affect the rights or obligations regarding confidentiality or the retention, storage, or destruction of Data, as set forth in Sections 5 and 6 herein. Such rights and obligations shall survive the term of this MOU.

3. Project Activities

Project activities include:

- Urban Arts will provide a game design-based Intro to Computer Science curriculum to the District and deliver scaffolded professional learning support to the teacher(s) assigned with teaching the curriculum at the District.
    - Any instructor who has not yet taught the Creative Coders Intro to Computer Science curriculum ("Creative Coders") will complete a series of professional learning modules provided by Urban Arts preceding classroom implementation in order to understand how to successfully teach the curriculum. Teachers will also complete regular professional development activities throughout the school year. While teaching Creative Coders, teachers may also be asked to complete other activities, such as surveys. Teachers will receive up to a $520 stipend for completing professional learning activities and activities related to research. Nothing herein is intended to create an employment relationship between the teachers and WestEd or Urban Arts.
    - A teacher(s) at the District will implement the Creative Coders Intro to Computer Science curriculum over the course of one or two semesters and participate in evaluation activities and data collection as described below.
- The following categories of information will be collected during the Project to study student performance and improve instruction. Identifiable information will be available to only designated WestEd researchers:
    - Student administrative data from District will be provided to WestEd upon request from WestEd (see Appendix A).
    - Student Intro to Computer Science completion and grades, which may include student name and/or ID, collected by the teachers and shared with WestEd.
    - Student surveys, which may include student name and/or ID, will be collected by WestEd using Qualtrics.
    - Monthly teacher surveys will be administered by WestEd using Qualtrics. The surveys will include name and email. They will ask for background information and ask about teaching practices and activities.
    - WestEd will perform a series of teacher interviews, where teacher names will be stored on notes and related qualitative data. These interviews will be video recorded on Zoom, with participant consent.
    - WestEd will perform a series of classroom observations, where teacher names will be stored on notes and related qualitative data. These observations will not be recorded.
    - Students who opt-out of the Project will not have their data included in the Project and will not participate in the focus groups.
- WestEd will independently complete all analyses and produce a report(s) summarizing the findings.

4. Definitions Regarding Shared Data

A. “Data," as used in this MOU, shall mean and refer to all data being provided to and/or collected by WestEd. WestEd will collect survey, interview, and focus group data from students and teachers. Data does not include data collected by the Creative Coders online program on the Minecraft Education platform which is subject to a separate agreement between the District and Microsoft and/or Urban Arts. Data does not include De-identified Data.

B. "Personally Identifiable Information” or "PII," as used in this MOU, shall mean any information or Data that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify an individual with reasonable certainty.

C. "De-identified Data," as used in this MOU, shall mean Data from which all Personally Identifiable Information has been removed or obscured so that a reasonable person, who does not have personal knowledge of the relevant circumstances, would not be able to identify any individual with reasonable certainty.

D. “Non-Financial” as used in this MOU, shall mean agreements that are typically non-monetary by nature, but occasionally involve the provision or exchange of something of value (e.g. Stipends). These types of arrangements set out expectations, terms, and requirements that protect the interests of the investigators and the participating organizations.

E. “Educational Records,” as used in this MOU are official records, files and data directly related to a student and maintained by the education agency or institution, or by party acting for the agency or institution (e.g. including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.)

5. Confidentiality

A. WestEd agrees to take all necessary precautions to safeguard the Data that it collects or is provided to it by the District and comply with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq*.), and the Privacy Act of 1974, as amended, (5 U.S.C. § 552).

   a. FERPA Exception – WestEd is authorized to receive this data under the following FERPA exception:

      i. Studies Exception [34 CFR § 99.31(a)(6)] for the purposes of improving instruction

B. WestEd will limit internal access to the PII it receives or collects to individuals working on the Project with legitimate interests in the PII and whose work reasonably requires access to the Data (i.e. on a need-to-know basis).

C. WestEd will take reasonable steps to maintain the confidentiality and security of the Data at all stages of the Project. The PII WestEd receives or collects will only be used for the purposes of the Project.

D. PII will be destroyed at the earlier of: (1) when the PII is no longer needed for analysis, (2) December 31, 2026, or (3) within 15 days of the termination of this MOU pursuant to section 2.B hereinabove, and delivery to WestEd of District's written demand for destruction of the PII.

E. De-identified Data may be retained by WestEd after the completion of the Project, and may be further used, shared, released or disclosed by WestEd without consent, to the extent permitted under FERPA.

F. If WestEd publishes any reports or other publications created with the use of Data, WestEd will not include information that could lead to the identification of any individual whose information is included in the Data.

6. Data Handling, Storage, and Sharing

A. All computers used to upload, analyze, or store Data containing PII will be encrypted and password-protected. WestEd will store Data in a password-protected and encrypted cloud-based content management system. WestEd will use third-party cloud-based services, including without limitation Box and Qualtrics, for storing, collecting, processing or analyzing some or all of the Data. Data stored at such a contracted entity shall be protected in accordance with the terms of this MOU.

B. WestEd will store the Data in accordance with a Data Security Plan, available upon reasonable request.

C. Data will not be shared with any additional parties.

D. WestEd will ensure that all persons and entities, including contractors, and consultants who will have access to the student-level data or PII that WestEd receives or collects to first enter into an agreement with WestEd that includes security and confidentiality terms no less stringent than those included in this MOU.

E. Reports containing aggregate-level data and results will also be presented to the members of professional associations and may be published in professional association publications.

F. Educational records shared by District are and shall continue to be District's property.

7. WestEd's Responsibilities

A. WestEd will secure any necessary IRB approvals for research activities.

B. WestEd will generate a data security plan for the Data it receives or collects for the Project.

C. WestEd will obtain active consent to participate in the research Project from all participating teachers.

D. WestEd will create and have teachers distribute a parent opt-out form for parents who do not wish to have their student's data used in the Project.

E. WestEd will lead data collection from teacher(s), students, and District for the project.

F. WestEd will independently complete all analyses.

G. WestEd will produce a report(s) summarizing the findings.

H. WestEd will designate a liaison to facilitate communications between WestEd and District for coordinating the activities necessary to carry out this MOU. WestEd's contact person for this project is:

Scott Strother
WestEd
730 Harrison Street
San Francisco, CA 94107
sstroth@wested.org

8. Urban Art's Responsibilities

A. Urban Arts, an education service provider to the District, is responsible for maintaining and operating Creative Coders, an Intro to Computer Science curriculum which is developed within the Minecraft Education platform. In order to access the curriculum, the District must obtain a Minecraft Education License and agree to Microsoft's terms of service and privacy policy for the License. Through the Minecraft Education License, Urban Arts will provide a game design-based Intro to Computer Science curriculum to the District and deliver scaffolded professional learning support to the teacher(s) assigned with teaching the curriculum.

B. Urban Arts is solely responsible for ensuring that the Creative Coders materials meet all legal and District requirements, including without limitation, applicable Web Content Accessibility Guidelines (WCAG), notices, and data privacy requirements.

C. Urban Arts will provide ongoing coaching support for the teacher(s) as they implement the Intro to Computer Science curriculum.

D. Urban Arts will provide stipends to teachers for the completion of professional learning and evaluation activities. Up to $1000 will be provided for completing all Urban Arts professional development before teaching, up to $1000 for mentoring and professional development activities during the course, and up to $1000 will be provided for completing all research tasks (approximately $50 for each teacher survey, classroom observation, and focus group with their students, $100 for each interview and for each student survey administered).

E. Urban Arts will designate a liaison to facilitate communications between Urban Arts and District for coordinating the activities necessary to carry out this MOU. Urban Arts contact person for this project is:

Amy Patterson
Urban Arts
39 W. 19th ST, 5th Floor
New York, NY 10011
Amy.patterson@urbanarts.org

9. District's Responsibilities:

A. District understands and agrees that WestEd and Urban Arts are independent of, and not affiliated with each other or with Microsoft. WestEd is studying the District's use of Creative Coders and is not responsible for District's use of the application or web-based platform or the data maintained by the application which is governed by independent terms of use, privacy, and other agreements between the District and Microsoft and/or Urban Arts. District will obtain any licenses needed for Creative Coders through the Minecraft Education License and agree to Microsoft's terms of service and privacy policy for the Minecraft Education License. and obtain any necessary consents or agreements for students' use.

B. District will assign a teacher(s) to teach an Intro to Computer Science course using the Creative Coders curriculum.

C. District will grant approval for a designated teacher(s) to participate in Urban Art's professional learning programs related to the Creative Coders Intro to Computer Science course.

D. District will provide the necessary devices or other technology for the implementation of the Creative Coders curriculum and related Project activities.

E. District will help ensure that teachers distribute the parent opt-out form for parents who do not wish to have their student's data used in the Project and that returned forms are promptly provided to WestEd.

F. District will work with WestEd to ensure all evaluation needs of the program are met in a satisfactory way including but not limited to fulfilling data requests.

G. District will notify WestEd of any notices, preapprovals, postings, or other federal, state, local, tribal or territorial requirements relating to surveying students.

H. District shall designate a liaison to facilitate communications between District and Urban Arts and WestEd for coordinating the activities necessary to carry out this MOU. District's contact person for this project is:

Name: Scott Reindl, Coordinator, 21st Century Career Readiness
District: Anaheim Union High School District
Address: 501 N. Crescent Way
City, State Zip: Anaheim, CA 92801
Email: reindl_s@auhsd.us

10. General Provisions:

A. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California, without regard to conflict of law principles.

B. Amendments. This MOU may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by all Parties.

C. Assignment. None of the Parties shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other Parties' prior written consent. Any purported assignment in violation of this paragraph shall be void.

D. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.

E. Indemnification. Each Party shall indemnify, defend, and hold harmless each of the other Parties from and against any liability, loss, damage, expense, costs (including without limitation reasonable attorneys' fees) arising from any third party claim, demand, assessment, action, suit or proceeding related to its use of the Data under this MOU and/or any Appendix, unless such loss or damage was caused by the sole negligence or willful misconduct of the party seeking indemnification.

F. Limitation of liability. Except as stated in Section E, each Party shall bear all costs, risks, and liabilities incurred by it arising out of its obligations and efforts under this MOU. None of the Parties shall have any right to any reimbursement, payment or compensation of any kind from the other Party, unless expressly agreed to in writing by both Parties.

G. No Joint and Several Liability. Each Party to this Agreement assumes its own rights, duties, obligations, and liabilities and does not assume the rights, duties, obligations, or liabilities of any other party. There is no collective or joint liability between the parties.

H. Representations and Warranties. Data is provided on an "AS IS" basis WITHOUT ANY WARRANTY, REPRESENTATION OR UNDERTAKING WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR FREEDOM FROM INFRINGEMENT.

I. Relationship between the Parties. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize an employment relationship between the parties or a joint venture, partnership, or formal entity of any kind.

J. Dispute resolution. The Parties shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively "Disputes") arising out of or relating to this Agreement. The Parties shall discuss any such Dispute no later than 30 days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No suit, arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision, except as described herein.

K. Notices. All notices permitted or required under this MOU shall be in writing and shall be delivered by electronic mail, or by certified or registered mail, return receipt requested, to

each Party's respective contact listed above, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. All notices related to the Data or Educational Records shall be delivered to Director of Privacy and Data Security: infosecurity@wested.org. Notices of intent to terminate this MOU shall be provided to the applicable contact above, and, if to WestEd, also be delivered to:

Susan Mundry
WestEd
730 Harrison Street
San Francisco, CA 94107
smundry@wested.org

L. Negotiation and execution. This MOU has been negotiated by both Parties and shall not be strictly construed against either Party. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

IN WITNESS WHEREOF, the parties have, by their respective duly authorized representative, executed this MOU as of the day and year first written above.

WestEd

By: Susan Mundry box SIGN 4Q8PR7V1-193V225Z

Name: Susan Mundry

Title: Senior Vice President

Date: Jan 16, 2025

Urban Arts

By: _____

Name: Philip Courtney

Title: Chief Executive Officer

Date: _____

District: Anaheim Union High School District

By: _____

Name: Jaron Fried, Ed.D

Title: Assistant Superintendent, Education

Date: 2/14/25

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APPENDIX A

"Data" as used in this MOU includes the following: Teacher-level and student-level variables retrieved by District and provided to WestEd if requested. The variables below may be requested for individual teachers and students participating in the Project.

Teacher-level Variables:

- Name
- Email

Student-level Variables:

- Name
- ID
- Grade level
- Birthdate
- Race/ethnicity
- Sex
- English Learner status
- Individual Education Program status
- Special education status
- End-of-course grades for the middle school computer science course

EXHIBIT U

BorderLAN®
CYBERSECURITY

Proposal

Anaheim Union High School District

RFP Student Safety Solution

Phone: (855) 945-8100 | Fax: (860) 736-8100 | www.borderlan.com

Authorized E-rate Provider SPIN#143046384

Representing

Hereby submits this RFP to

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
(714) 999-3765
greenwood@auhsd.us

RFP STUDENT SAFETY SOLUTION

RFP Contact: Deena Swidler deena@borderlan.com
(619) 393-2339
950 Boardwalk # 300
San Marcos, CA 92078
Main: (855) 945-8100

Border**LAN**®, Inc. hereby presents Linewize and certifies receipt of all addendums and all amendments applicable to this RFP. Border**LAN**®, Inc. certifies that Border**LAN**®, Inc. and Linewize can perform to the specifications of our response in full compliance with all requirements and terms as outlined in this RFP. The Border**LAN**®, Inc. team shall remain intact through the duration of the project(s). If a team member must leave, the District reserves the right to approve that team member's replacement.

Craig Smith, Border**LAN**®, Inc., President

10/31/2024
Date

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VIII. BORDERLAN CMAS……..SEE ATTACHMENT

INTRODUCTION

BORDERLAN BACKGROUND

Border**LAN**®, Inc. is a certified value-added reseller and comprehensive solutions provider for the ever increasing threats and challenges in the cybersecurity environment. Our solutions are comprised of the industry's leading brands, manufacturers, vendors, SaaS vendors, and cybersecurity software companies. Border**LAN**®, Inc. has two offices, one headquartered in San Marcos, CA and a remote office in Portland, OR.

Border**LAN**®, Inc. maintains a license in the State of California and all the states that we do business in. Since 2007, Border**LAN**®, Inc.'s customer database has grown to 3000+ and continues to grow. Border**LAN**®, Inc. provides and maintains 1,500+ entities in the educational sector and thousands of businesses in various industries throughout the United States with their cybersecurity solutions.

Border**LAN**®, Inc. boasts an **A+** rating from the Better Business Bureau and has never had a report of non-performance and proudly maintains its zero complaints status. Our footprint of large educational customers and enterprise businesses has given us considerable experience in firewall deployments, switches, access points, E-rate process/procedures, web filtering, and data/configuration backup strategies. Our strong market position enables us to provide and assist in choosing the best and correct customized solution for each customer, while factoring in budgets and IT resources.

BORDERLAN METHODOLOGY

Each customer is treated with white glove service. Border**LAN**®, Inc. starts engagements with excellent pricing and introduces a team of key individuals who work to communicate, follow-through, and transfer knowledge to each customer. During the term of the service contract, Border**LAN**, Inc. stays in touch to ensure continual success.

Once a solution is installed, a Border**LAN** customer should expect to receive a monthly contact to ensure satisfaction and to provide support or manufacturer support as required. Border**LAN**®, Inc. follow-up methods helps its customers identify and solve issues early on before they become catastrophic. This sets us apart from competitors who simply sell and move on.

MISSION STATEMENT:
*Border**LAN** enhances cybersecurity defenses using a unique consultative approach that extends the capabilities of IT by incorporating effective and affordable products and services. BorderLAN provides every customer with comprehensive concierge service ensuring continual cybersecurity success while establishing strong long-term relationships with all customers.*

KEY PERSONNEL

Primary Bidding Contractor: BorderLAN®, Inc.
Border**LAN**®, Inc. is located in North County San Diego. Border**LAN**'s corporate location is 950 Boardwalk #300, San Marcos, CA. Key employees, sub-contractors, and manufacturers have all come together to propose the correct solution and implementation experience.

- Primary Solution Contact: Deena Swidler 619-393-2339 deena@borderlan.com
- Accounting Contact: Diane Rogers 760-736-8100 x500 diane@borderlan.com
- RFP Lead: Andy Lahm 760-736-8100 x510 andy@borderlan.com
- Engineering Director: Logan Harman 760-736-8100 x515 logan@borderlan.com
- President: Craig Smith 714-658-5428 craig@borderlan.com
- Business Director: Bert Baluyut 760-407-2929 bert@borderlan.com

BorderLAN hereby certifies:
1) We certify that the key members hold the qualifications relevant to the scope of services in this project.
2) Border**LAN**®, Inc. is a reseller providing various solutions each with their own manufacturers' licensing such as:

We maintain a license in the State of California for reselling solutions with license #101-539023.
3) Border**LAN**®, Inc. certifies that the team shall remain intact through the duration of the Project(s). If a team member must leave, the organization reserves the right to approve that team member's replacement.

4) Border**LAN**®, Inc. certifies that it maintains and currently has GreenLight Status with the FCC as of 11/01/2024.

ACCOLADES, LICENSES, AND CERTIFICATIONS

TIN Number: 27-1887219

Sellers Permit/ License: 101-539023

Better Business Bureau (BBB): A+ Rating no complaints

http://www.bbb.org/sdoc/business-reviews/computers-network-security/borderlan-inc-in-san-marcos-ca-172004463

California Small Business Certified: SBA Certified via CA.GOV #1496620

UEI #: JB1YHRZKJFL9

Border**LAN**®, Inc. FCC Number: 0024266751

SCOPE OF WORK

RESPONSE TO REQUIREMENTS

Monitors Google Worksuite and Office 365

Linewize Monitor provides visibility into Google Worksuite and Office 365. This includes emails in Office 365 that are not sent, as well as, but not limited to Chat, Drive, Docs, Sheets, Slides etc.

Our students overwhelmingly use Google Worksuite with minimal Office 365 content

Students will be covered in Google Worksuite as well as Office 365. Additionally, Linewize Monitor provides visibility into social media, E-Sports, Generative AI platforms, learning applications and more.

Students and staff use Gmail for email

Gmail is monitored.

We require the vendor to have 24/7/365 human moderation.

The Linewize Monitor moderation team provides 24/7/365 human moderation to ensure that students are protected and kept safe.

Our Moderation Team is a highly skilled team that works 24 hours a day so that moderate to high risk events are reviewed in real time. Our Moderators work as a team prioritizing the high priority queues.

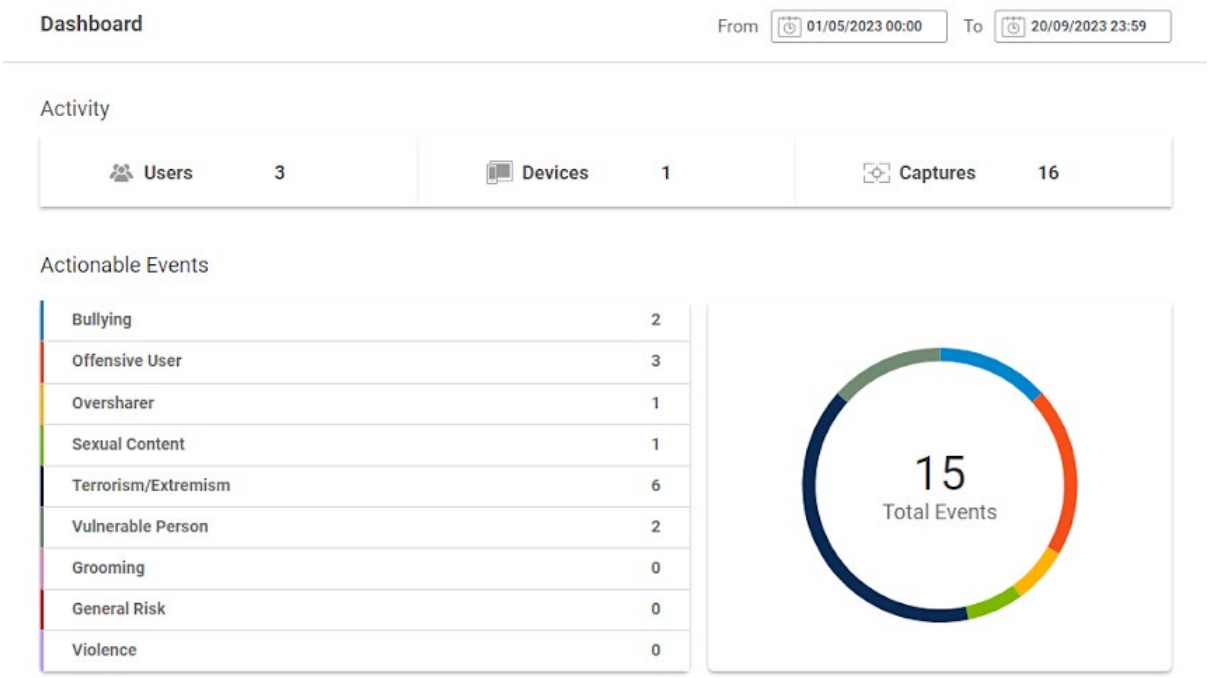
Our Moderators undergo rigorous training and ongoing professional development and supervision. Their training includes working in a test environment as they build their skills, shadowing experienced Moderators,, and then working side-by-side with a team lead until the Team Lead is confident in their abilities.

Vendor has mental health / life threat categories.

Linewize Monitor has threat categories which include and cover both mental health and life threatening events.

Please list all categories you support.

Bullying	Vulnerable Person
Offensive User	Grooming
Oversharer	General Risk
Sexual Content	Violence
Terrorism/Extremism	



Vendor has the ability to create decision trees by category

Linewize Monitor provides the ability to create decision trees by category, time and by event type.

Please share the level of granularity your customers have in creating decision trees.

Customers will have the ability to customize levels of visibility by specific Monitor users roles as well as customize thresholds and categories of alerts for different user groups. Customers will also be able to customize who will be called in the event of an emergency by availability of users, prioritized call trees, and/or targeted groups of students.

Vendor has the ability to create time boundaries within the decision tree.

Customers can customize the availability for emergency calls by individual users within the decision tree as well as customize when Monitor is active based on the needs and goals of the district.

Appropriate school district staff are notified once an event is triggered and vetted by your moderators.

When the Moderation Team reviews flagged content that falls into one of the 9 Risk Categories with a severity level between one and five, they raise an event alert in Monitor for you to review and take action. This event alert is categorized by risk level and if necessary, the moderation team follows the alert procedure by emailing the safeguarding contacts and, in some cases, calling the school.

The Moderation Team will make a phone call if there is a risk of imminent harm to a student or another person that could lead to serious injury or loss of life. In such cases, the team will notify your school immediately. Once an event is triggered and vetted by the moderators, they will reach out via email or phone to a district-defined contact based on the severity of the event and its category.

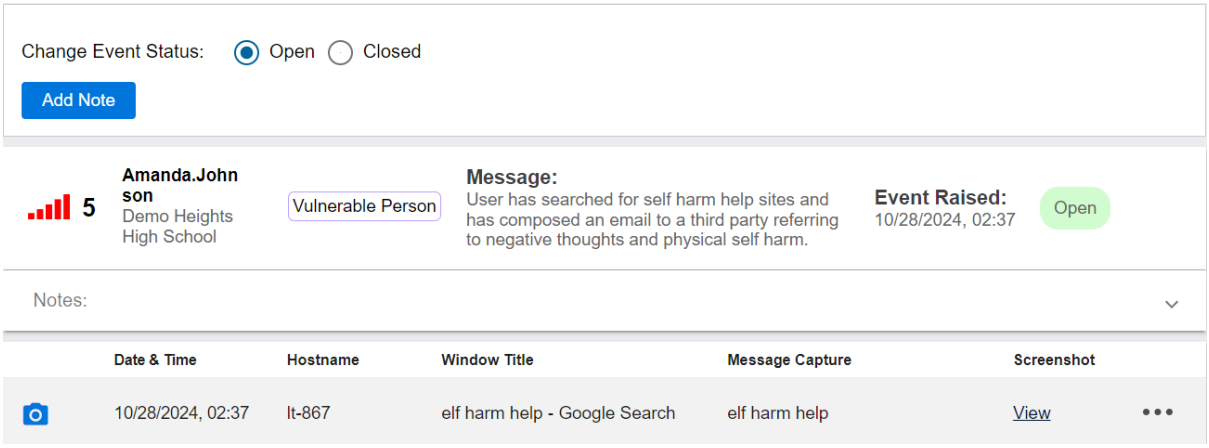
Please share the contextual information that is provided to District staff for an event.

The contextual information we provide includes the username, school name, event level (rated on a 1-5 scale), and event type, along with a summary of the risk or event as described by the moderator (original content, not a template). Additionally, a screenshot of the event or activity may be included. These screenshots would capture activities from various platforms, such as social media, Google Workspace, generative AI tools, approved learning applications, Discord, esports games, and more.

All of this information will also be provided and reviewed when our moderation team places a phone call to a district safety contact.

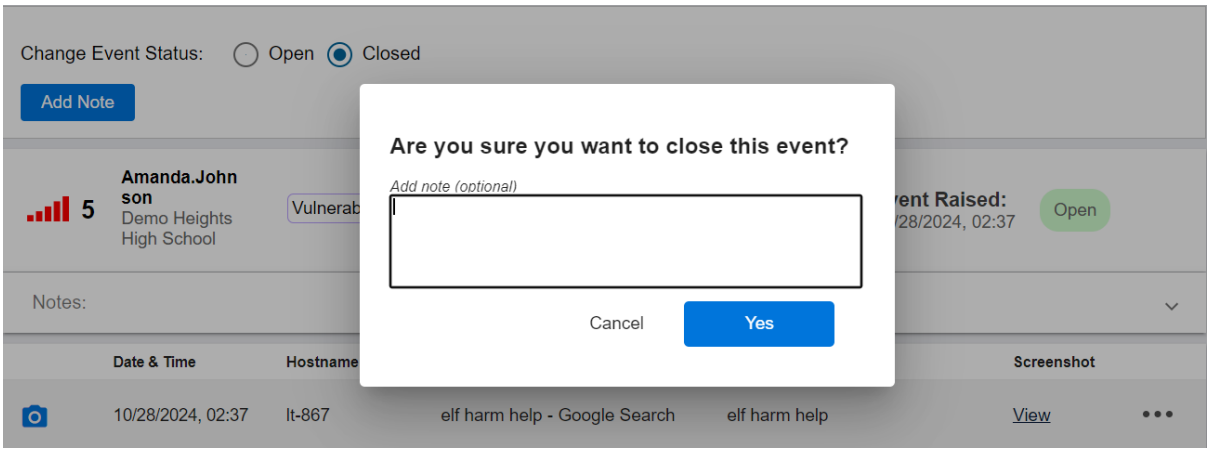
Vendor's system has the ability to adjudicate incidents.

Team members with access to the Linewize Monitor interface can open and close events to indicate they have been reviewed and no longer require further assessment or action.



Please share the type of information that can be entered when adjudicating an event.

When closing an event, users can enter free-form text, typically adding notes that describe how the event was managed and what occurred. These notes are logged and saved for future reference or investigation.



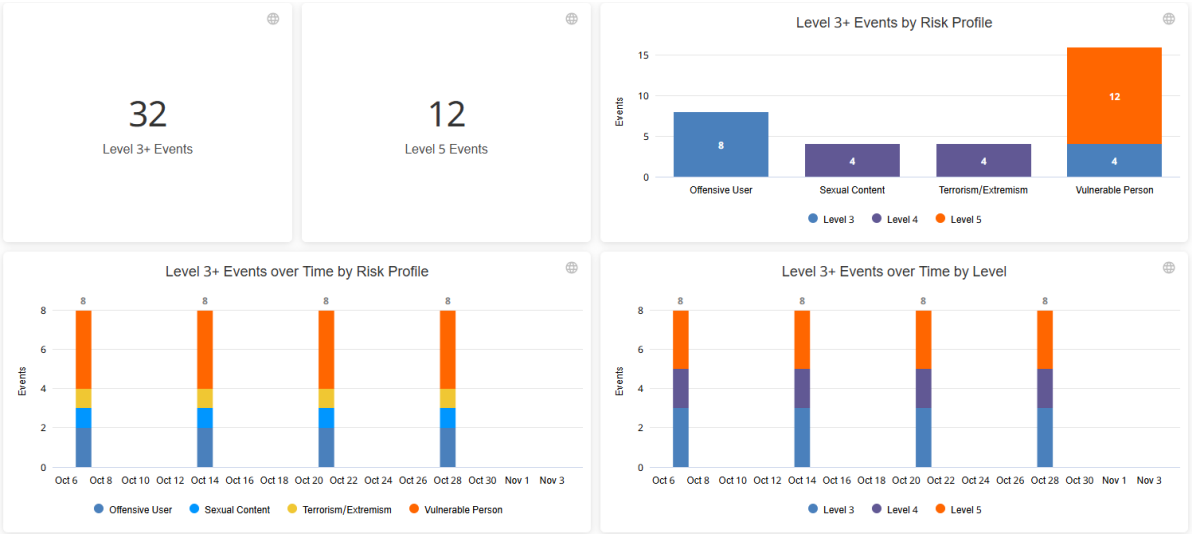
Please share reporting features related to incidents.

Each event is broken down into two distinct areas: Event Details and Contextual Captures.

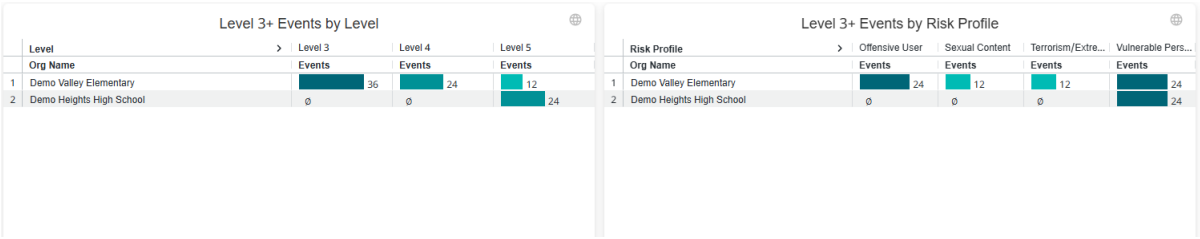
The Event Details at the top will include the Moderator's message stating what and why it was captured based on the contextual information, under Contextual Captures below Event Details. Screenshots and device information is also provided.

The Events page can be filtered by student, category and/or level and exported into a CSV file.

The Reports tab in Monitor will aggregate the level 3+ events into the following data points: Events by Risk Profile, Events over Time by Risk Profile and by Level, Events by Hour of Day and Day of Week.



The reporting also includes a comparison events by level and risk profile of your organizations:



Please share any required installations such as agents or applications.

You can deploy the Monitor Chrome extension to Chrome OS devices such as Chromebooks. Once installed, the extension needs to communicate with our cloud service using your Monitor Organization ID and Serial to authenticate. This article covers the steps to deploy and configure this extension.

Windows machines will require the installation of an .MSI

Mac devices are typically deployed by leveraging your MDM.

All deployment steps, guides, and planning materials will be provided, starting with a deployment planning call with your dedicated Linewize deployment engineer.

The proposed solution must be compatible with ChromeOS, iOS, Windows and MacOSX.

Compatible

Please share whether you have integration with Aeries student information system.

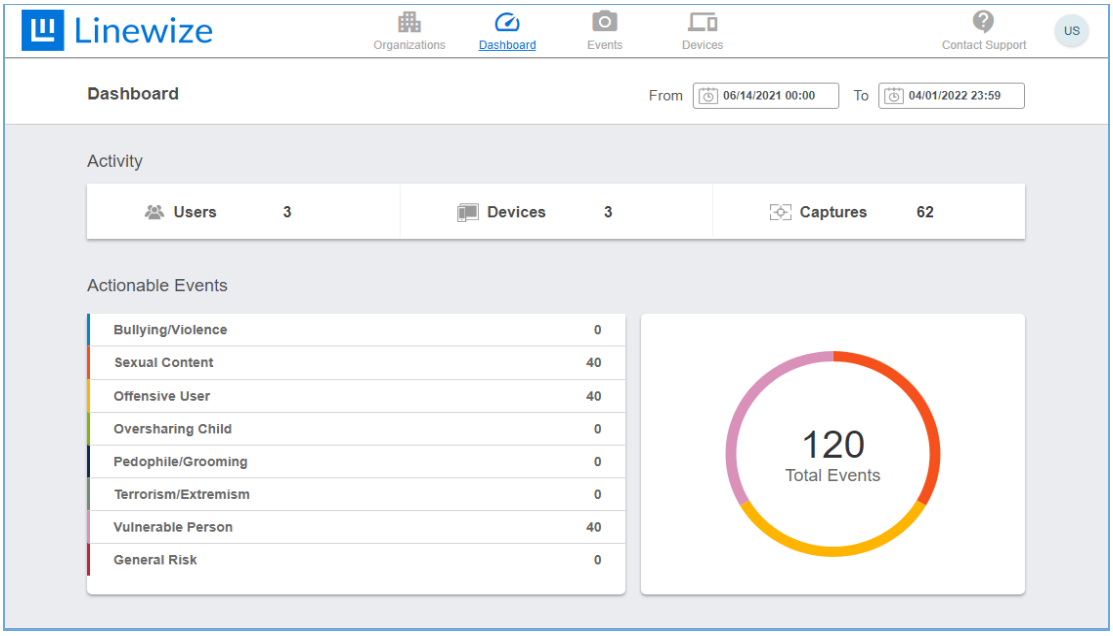
You can sync your school directories with Monitor to ensure your staff receive email alerts for the current students they are responsible for supporting. Syncing student data regularly from Google Directory, Azure Active Directory or Windows Active Directory ensures you have accurate data without having to manually enter changes into Monitor. The updated users and groups data keeps your Alerting profiles in Monitor current.

The District uses a Walled Garden in its Google Worksuite implementation for students. Please share any interplay with this feature.

We'd appreciate some clarification on your use of the walled garden and your specific goals. We're a Google Education Partner, and have vast integrations with Google Worksuite, but we'd need more information to best answer this question.

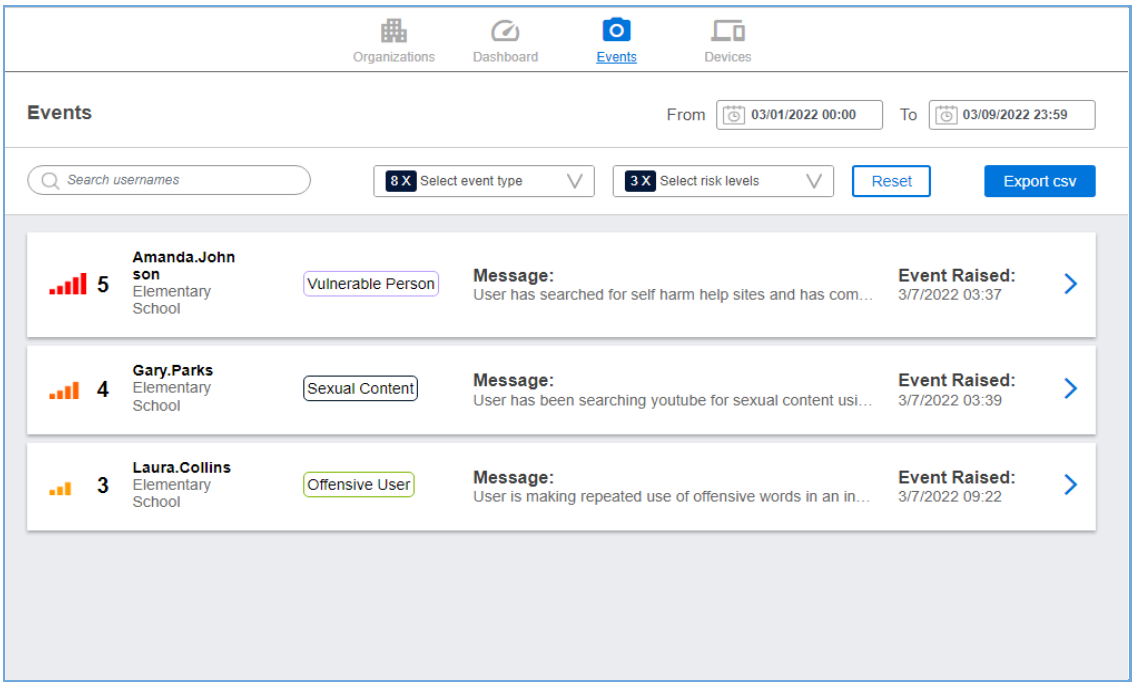
Please share your reporting and dashboarding features.

Our dashboard provides a visual overview of the number of total events and number of events in each risk category. You can choose a date range to view these events.



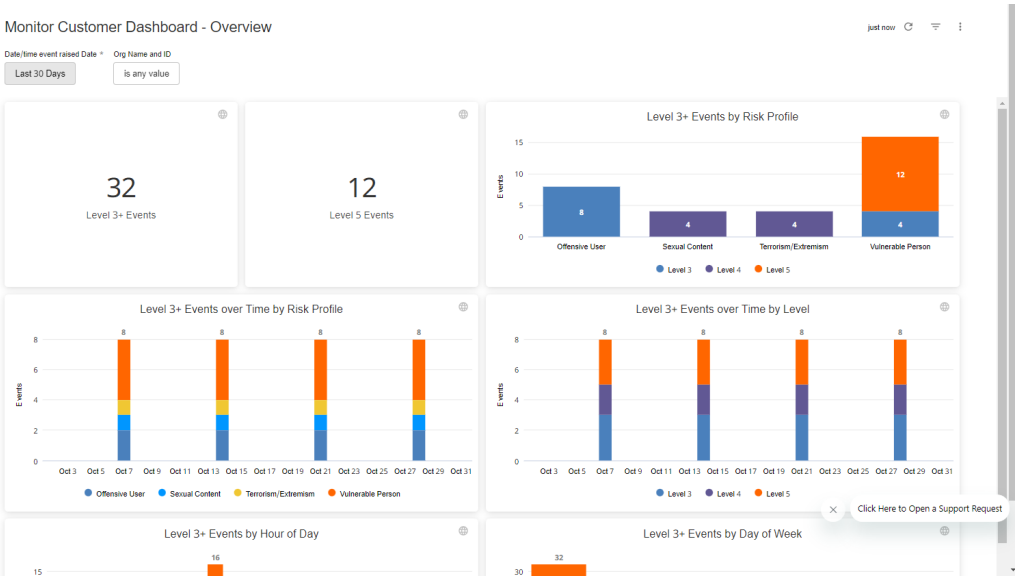
Events in Monitor

On the Events page, you can see all the events that Monitor has detected. Events may also be referred to as instances or flagged content. You have various options for sorting the events, depending on your needs. You can even export the events in a csv file. Monitor saves the events for 15 months.



Historical Reporting Dashboards in Monitor

Our historical reporting dashboards in Monitor offer 15 months of analytics, including a breakdown of events over time by risk level, by event level, and by hour of the day and day of the week. Each school site has its own dashboard to identify trends, measure outcomes, and establish benchmarks.

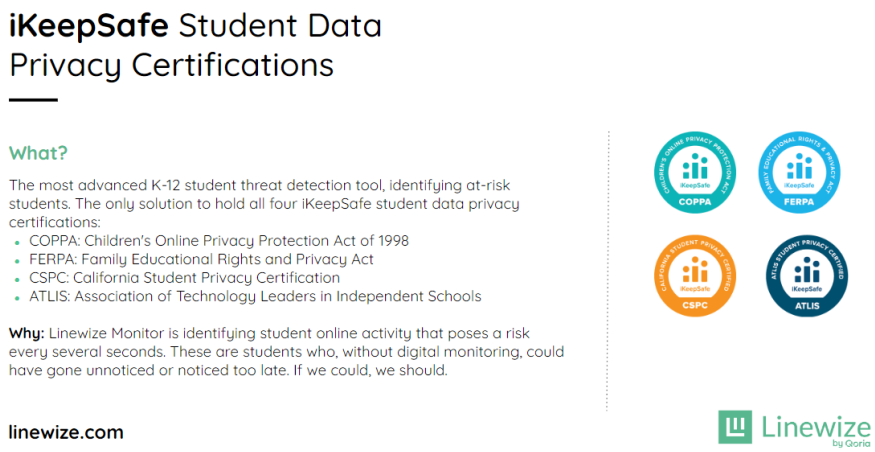


Please share if your proposed integrates with our Contentkeeper Secure Internet Gateway content filter.

Linewize Monitor does not integrate with Contentkeeper Secure Internet Gateway content filter as we offer an industry leading web filter.

Please share iSafe or other certifications related to your proposed solution.

Linewize Monitor is proud to be the only student safety monitoring platform that has earned all four of iKeepSafe's Student Data Privacy Certifications.



Please share your approach for pre- through post-implementation support.

We follow our Six-Step Framework.



1. **Data Points/Risks:** Sales will consult with the district on what are current trends in the education space as well as review the district's pain points and goals to identify what products will be best suited to their needs.

2. **Review Risk:** Sales and the deployment team will walk the district through a proof of concept period we call a Student Safety Audit to help the district identify safety threats over a 30 day period. Sales will present an overview of the findings at the end of the 30 days to discuss the benefits of Monitor and review the visibility offered with the product. If the district finds that Monitor provides additional benefits and fits their needs, Sales will proceed with moving the district into next steps for full deployment.

3. **Identify Community:** Sales will help the district create a deployment plan and help identify who in the district will be best to include in the Monitor team to support student safety and provide best support for intervention.

4. **Educate:** Customer Engagement team will conduct thorough training on how to use the Monitor dashboard and consultation on how to customize settings to best fit the district's goals and available resources. Best practices and support resources will also be reviewed to help with successful implementation.

5. **Deploy:** The Deployment Engineer will meet with district IT to walk through the steps for deploying the Monitor client.

6. **Annual Review:** Customer Success Manager will meet with district administrators to review the trends in Monitor data to consult on how to adjust filter settings to ensure safety of students as well as identify if any additional needs have been raised based on Monitor data. Customer Success Manager will connect the district with additional resources, team members, or training based on the district's needs.

We are looking to use CMAS to procure the solution.

BorderLAN, Inc. holds a CMAS for the vendor Linewize #3-23-07-1016

Term dates 07/19/2023-12/31/2025, with expected renewal to continue until 12/31/2027

Please include the CMAS documentation

CMAS documents will be included in BorderLAN's bid submission as an attached file.

COST PROPOSAL 1 YEAR OPTION

Item	Description	License/ Quantity	Unit Price	TOTAL
1	Linewize Monitor - 1 Year Subscription. Student protection software that looks for signs of self harm, school violence, abuse, and other behavior that can be harmful for students. Includes 24x7 hour human monitoring and phone calls for at risk students SKU:	26,200	$2.50	$65,500.00
2	Includes premium onboarding and training for all staff. Includes Linewize hosted webinars for staff and parents.			Included
			SUBTOTAL	$65,500.00
			Miscellaneous: Shipping	**Included**
			Sales Tax 0% on applicable hardware and services * Please provide tax exempt certificate if applicable	$0.00
			TOTAL	**$65,500.00**

PLEASE NOTE:

- Any section or line item quoted above can be omitted or purchased in any quantity the customer requires. Border**LAN**®, Inc. will honor the per unit cost as quoted.

COST PROPOSAL 3 YEAR OPTION

Item	Description	License/ Quantity	Unit Price	TOTAL
1	Linewize Monitor - 3 Year Subscription. Student protection software that looks for signs of self harm, school violence, abuse, and other behavior that can be harmful for students. Includes 24x7 hour human monitoring and phone calls for at risk students	26,200	$7.00	$183,400.00
2	Includes premium onboarding and training for all staff. Includes Linewize hosted webinars for staff and parents.			Included
			SUBTOTAL	$183,400.00
			Miscellaneous: Shipping	**Included**
			Sales Tax 0% on applicable hardware and services * Please provide tax exempt certificate if applicable	$0.00
			TOTAL	**$183,400.00**

PLEASE NOTE:

- Any section or line item quoted above can be omitted or purchased in any quantity the customer requires. Border**LAN**®, Inc. will honor the per unit cost as quoted.

Mission Statement

BorderLAN enhances cybersecurity defenses using a unique consultative approach that extends the capabilities of IT by incorporating effective and affordable products and services. BorderLAN provides every customer with comprehensive concierge service ensuring continual cybersecurity success while establishing strong long-term relationships with all of its customers.

BorderLAN®
CYBERSECURITY

Phone: (855) 945-8100 | Fax: (860) 736-8100 | www.borderlan.com

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of February, 2025, between the Anaheim Union High School District ("District") and Hydreon Corporation ("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**. See"Exhibit A"

2. **Term**. The term for services pursuant to this Agreement is from February 14, 2025, through June 30, 2025.

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 not to exceed Twenty-Five Thousand Dollars ($25,000) 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 X 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	**Contractor**
Anaheim Union High School District Attn: Dr. Jaron Fried Copy: Carlos Hernandez 501 N. Crescent Way Anaheim, CA 92801 Phone: 714-999-3557 Email: hernandez_c@auhsd.us	Hydreon Corporation Name of Contractor Attn: Cory Stadther 6440 Flying Cloud Dr #100 Eden Prairie, MN 55344 Phone: (952) 943-2378 Email: corystadther@gmail.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: 2/14/25

By:

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Hydreon Corporation

Date: 1/7/2025

By: Cory Stadther

Print Name: Cory Stadther

Title: Director

EXHIBIT A

Contractor shall: Create a Minecraft experience tailored specially for AUHSD that fosters engagement with real-world issues through gameplay.

The base cost is $18,500. The bolded text outlines additional costs outside of the base price.

- Spawn Area Creation: This area will serve as the game's starting point and can be designed to resemble the District Office.
    - Interactive AUHSD Map: A map divided into 8 distinct regions will allow students to teleport to different areas relevant to their projects.
- Regional Representations: We will build 8 areas, each representing one of the AUHSD boundaries. These regions will not be to scale but will provide symbolic representations.
    - Area-Specific Structures: Each area will feature two schools and an additional landmark of your choice, such as Ponderosa Park. Your guidance on which landmarks best embody the "Anaheim feel" will enhance the realism of these areas.
        - School Principals as NPCs: Principals may be represented as NPCs at each school for optional student interaction.
        - **Customized Builds: Additional structures can be created for approximately $300–$400 each, depending on complexity. The $18,500 base cost includes one custom structure per area, but additional builds can be added if desired.**
    - Interactive Student Lots and Filler Buildings: Each region will have empty lots for student projects, complemented by filler buildings styled to match the area's architectural feel.
- Sustainable Assets: Assets related to the C40/Reinventing Cities initiatives—such as solar panels and heat pumps—will be included as optional elements for students to incorporate in their solutions.
    - **Additional Unique Assets: If desired, new assets specific to the region, such as fruit carts or street vendors, can also be added at an agreed-upon price.**
- Game Mechanics and Scripting: All required game mechanics, navigation systems, dialogues, and other scripting to ensure smooth gameplay.

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, Cory Stadther, am the Director of Downloadable Content of Hydreon Corporation,
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 Eden Prairie, Minnesota on 1/7/2025.
Date

Signature: 

Typed or Printed Name: Cory Stadther

Title: Director of Downloadable Content

Name of Contractor: Hydreon Corportation

Address: 6440 Flying Cloud Dr #100, Eden Prairie, MN 55344

Telephone Number: (952) 943-2378

Notice & Certification of Contractor
of Valid Criminal Records Summary

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of February, 20 25, between the Anaheim Union High School District ("District") and Elevate Learning ("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 31, 2025 through January 31, 2025.

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 five thousand Dollars ($5000) 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: Poppy Hill-Boñales
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: fried_ja@auhsd.us

Contractor
Elevate Learning
Attn: Kenneth Shelton
Street Address 12818 N Seaglass Circle
City State Zip Playa Vista, CA 90094
Phone 310-308-3081
Email: ken@kennethshelton.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.

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: 2/14/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Elevate Education

Date: January 7, 2025

By: _____

Print Name: Kenneth Shelton

Title: Founder and 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:
Kenneth Shelton will deliver a keynote to Kennedy High School staff (teachers and instructional staff) on January 31, 2025. Shelton will also deliver a breakout workshop during the staff development day. The keynote and breakout workshop will both center around Artificial Intelligence.

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, Kenneth Shelton (Name of Individual), am the Founder and CEO (Title) of Elevate Education (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:

Ken Shelton	

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 January 7, 2025
Date

Signature

Kenneth Shelton
Typed or Printed Name

Founder and CEO
Title

Elevate Education
Name of Contractor

12818 N Seaglass Circle Playa Vista, CA 90094
Address

310-308-3081
Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of 13th day of February, 2025, between the Anaheim Union High School District ("District") and Scholar System LLC ("Contractor") (each a party, the 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 March 14, 2025 through March 14, 2025.

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 eighteen thousand Dollars ($18,000.00) 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
Copy: Jose Lara
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: lara_j@auhsd.us

Contractor
Scholar System, LLC
Attn: Victor M. Rios
929 Via Los Padres Santa
Barbara, CA 93111
Phone: (510) 472-7328
Email: vrios@ucsb.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: 2/15/25

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Scholar System, LLC

Date: 1/17/2025

By: Victor M. Rios

Print Name: Victor M. Rios

Title: Owner / Sole-Proprietor

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:
Scholar System, LLC, Dr. Victor Rios, will deliver a two-hour professional learning session on March 14, 2025 for Gilbert High School Staff, covering high expectations and academic rigor, as well as tools for fostering student connections and community.

Scholar System, LLC will grant school-wide access to ALL of the following solutions by Dr. Victor Rios, for a period of two years:

- Digital access to tools and resources from the four book series for educators, From Risk to Promise and My Teacher Believes in Me!
- Digital access to the teacher's guide of his newest book "Street Life: Poverty, Gangs, and a Ph.D., Second Edition": A complete curriculum to teach students about overcoming adversity and to inspire them to believe in themselves and go to college.
- Digital access to Street Life: Poverty, Gangs, and a Ph.D. Second Edition (eBook and audiobook).
- Digital access to the student empowerment curriculum, Scholar Series, as seen in the film The Pushouts.
- Access to exclusive quarterly webinars with Dr. Victor Rios.
- Access to enroll in Dr. Rios' online training, The Educator of Prosperity Online Certification Program. After certification, enrollees are provided the option to continue on the facilitator training journey to join Dr. Rios's Scholar System team of facilitators and speakers.
- Scholar System, LLC will create an exclusive landing page with free educational resources and tools for student prosperity.
- Access to a growing library of resources for student prosperity, parent engagement, and community empowerment!

Dr. Victor Rios is MacArthur Foundation Chair and Professor of Sociology at the University of California, Santa Barbara. He received his Ph.D. at the University of California Berkeley in 2005. Professor Rios has worked with local school districts to develop programs and curricula aimed at improving the quality of interactions between authority figures and youths. Using his personal experience of living on the streets, dropping out of school, and being incarcerated as a juvenile—along with his research findings—he has developed interventions for marginalized students aimed at promoting personal transformation and civic engagement. These programs have been implemented in Los Angeles, California (Watts); juvenile detention facilities; and alternative high schools. He is also the author of six books including, My Teacher Believes in Me: The Educator's Guide to At-Promise Students (2019); Street Life: Poverty, Gangs, and a Ph.D. (2011); Buscando Vida, Encontrando Éxito: La Fuerza de La Cultura Latina en la Educación (2016); and Human Targets: Schools, Police, and the Criminalization of Latino Youth (2017).

Dr. Rios has been featured in the Chronicle of Higher Education, Ted Talks, the Oprah Winfrey Network, Primer Impacto, and National Public Radio. He has had the honor of meeting President Obama and advising his administration on gun violence and policing. His Ted Talk "Help for kids the education system ignores" has garnered over 1.7 Million views. He is the subject of the documentary film The Pushouts (thepushouts.com), airing on national TV (PBS) in 2019 and 2021. He recently provided the keynote address for the California School Board Association.

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, Victor M. Rios (Name of Individual), am the Owner (Title) of Scholar System, LCC (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:

Victor M. Rios	

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 929 Via Los Padres, Santa Barbara CA 93111, **California on** 1/17/2025 (Date).

Victor M. Rios

Signature

Victor M. Rios

Typed or Printed Name

Owner / Sole-Proprietor

Title

Scholar System, LLC

Name of Contractor

929 Via Los Padres, Santa Barbara CA 93111

Address

(510) 472-7328

Telephone Number

TENTATIVE AGREEMENTS 12/13/24 Brad K 12-13-24 12-13-24

ARTICLE 11: CLASS SIZE

The principal or designee may consult with members of the staff during the process of assigning pupils to classes. The Board of Trustees will annually review the staffing procedures used within the District. **The District and ASTA shall meet annually prior to the start of the second semester to discuss the staffing procedures to be used for the upcoming school year.**

11.5 Scheduling

By no later than the end of the first semester, the principal or designee shall annually communicate to staff members the site master schedule processes and timelines for the upcoming school year.

By no later than March 31st, the principal or designee shall communicate to staff members the District staffing projection for the upcoming school year.

By no later than April 15th, the principal or designee shall communicate to staff members the current draft of the upcoming school year's master schedule, including tentative teacher assignments.

By no later than three (3) working days prior to the close of the school year, the principal or designee shall communicate to staff members the current draft of the upcoming school year's site master schedule, including tentative teacher assignments by class periods.

The Board agrees that it shall not arbitrarily or capriciously schedule abnormally or unreasonably large classes within the District. Every attempt shall be made to adjust class sizes to ~~assure~~ **ensure** that unit members share the teaching load.

11.6 Complaints and Monitoring

A unit member may request a consultation with the principal to discuss alternatives to alleviate large class sizes. If a unit member has a class size complaint which has not been resolved by the principal within ~~twenty five (25)~~ **twenty (20)** school days of the start of a semester, the unit member may appeal to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will review the complaint and within five (5) days of receipt of the complaint will either deny the complaint or make a recommendation to the Superintendent for resolution of the complaint. **The Assistant Superintendent, Human Resources shall provide the unit member with a written rationale for his/her decision by the end of the five (5) day review period.**

11.7 Additional Staffing

The District will authorize additional staffing to sites based upon verification of growth of enrollment by site. This additional staffing will reflect the current teacher/student ratio as established annually by the District. The ~~site administration will~~ **District shall** email daily the total enrollment in the school and enrollment in each class and the total number of teachers included in the staffing ratio on each of the first 20 days of the school year and on each of the first five (5) days of the second semester. Whenever the school is authorized to hire additional teachers due to growth in enrollment, the site administration shall email such information.

11.9.3 Specialized Sites or Programs

Effective 2015-16, caseloads for these Special Sites/Programs shall be as follows:

Gilbert/Continuation	120 student load maximum
Community Day School	75 student load maximum
Polaris/Independent Learning Center	36 caseload maximum
Hope School	10 school wide caseload average

If the maximum/average cannot be met, the District and ASTA will meet to determine reasonable options.

If a new program or delivery model is created within the alternative education program, this language does not apply and the District and ASTA agree to meet and ~~confer~~ **negotiate** to determine reasonable maximums.

ARTICLE 13: SAFETY CONDITIONS

13.2 Unsafe Conditions

13.2.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe **site facility** conditions will report said conditions to the immediate supervisor on the appropriate form **(See Appendix ___ *)**. The District will respond to the unit member with a copy of the work order **within five (5) days**.

Note: The parties agreed to adapt the 2024-25 Katella High School Work Order Requisition Form in an electronic format.

13.2.3.2 The unit member shall submit a written report regarding the incident to the site administrator within no more than two (2) work days following the incident. **The unit member shall utilize the Staff Protection Incident Report located in Appendix __.** The site administrator shall conduct a reasonable investigation of the incident taking into consideration the initial notification and any written report from the unit member. Following the investigation, the site administrator shall notify the unit member and Assistant Superintendent, Human Resources, (or Director, Human Resources) of the investigation's outcome.

Note: The parties agreed to use the Staff Protection Incident Report found in current Board Policy 6205.01.

13.3 District Support and Assistance

13.3.2 Class Suspension by Unit Members

Within the first ~~thirty (30)~~ **two (2)** days of the ~~school~~ **work** year, site administrators will review with unit members their rights and responsibilities regarding student discipline and class suspension, including suspension forms and grounds for suspension. Unit members may consult District policy (8700-8708) and Education Code provisions (48900-48905, 48910) online at www.auhsd.us and leginfo.legislature.ca.gov.

13.6 School Discipline Committee/**District Student Discipline Task Force**

A School Discipline Committee shall be established on each campus. The committee shall include four (4) unit members selected by the unit members at the school site and one (1) administrator. The committee may also include one (1) counselor, and two (2) parents, and students.

The District and Association are committed to implementing the Student Discipline Taskforce Recommendations & Best Practices, recognizing that they may change over time. The Student Discipline Task **F**force Recommendations & Best Practices shall be shared with the entire faculty during the first two professional learning days of the school year. In addition, each campus shall share its site discipline protocols and procedures. Concerns and challenges with implementation and fidelity to the processes and expectations set forth in the Recommendations & Best Practices will be communicated with the administrators and unit members serving on the site Discipline Committee. The School Discipline Committee shall review, study, and propose modifications to the site's protocols and procedures to site administration throughout the school year.

The District Student Discipline Task Force shall receive and review all sites' proposed modifications to protocols and procedures. The District shall post every site's discipline policies and procedures each year to facilitate an understanding of best practice across the District.

13.7 Behavioral Problems

Once an administrator has been notified that a student has exhibited violent behavior, made threats against employees, or was in possession of weapons, the site administrator shall **strive to** notify all of the student's teachers within ~~five (5) two~~ **(2)** work days **but by no later than five (5) work days. The principal/designee shall arrange an optional conference with the student's teachers within five (5) days to discuss all reasonable support and assistance and to decide upon appropriate next steps.** The teacher(s) may inspect any non-confidential records of the student which are in the possession of the District. Threats of personal harm or property damage shall be handled in the manner prescribed by law.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.3.8.4 An additional stipend will be paid for Speech Language Pathologists as follows:

- o $3,523 (5.12%) per year
- o Additional $1,410 (2.05%) for CA Speech Pathology License
- o Additional $1,410 (2.05%) for CCC (Certificate of Clinical Competence)
- o Maximum of $6,343/year
- o **For Clinical Supervision: $4,403 (6.4%) per school year**

Stipends shall be pro-rated for part-time Speech and Language Pathologists

Clinical supervision stipends that extend into a second school year shall be prorated for the period of time of supervision in year 2. Clinical supervision for an SLP selected to work during Extended School Year shall be paid at the hourly rate.

14.3.8.7 An additional stipend in the amount of $4,348 (6.32%) will be paid to Nurses.

As per the current Agreement, percentages contained within the Professional Stipends article shall be equal to Column II, Step 1 of the **2024-25** Teachers Salary Schedule.

ARTICLE 21: ~~BEGINNING TEACHERS SUPPORT AND ASSESSMENT PROGRAM~~ AUHSD INDUCTION AND MENTORSHIP PROGRAM

In the implementation of the AUHSD Induction and Mentorship Program ~~Marian Bergeson Beginning Teacher Support and Assessment (BTSA) program~~, the District and the Association agree to abide by Education Code Article 4.5, Section 44279.1 and regulations promulgated by the State Department of Education.

21.1 Purpose for Induction

21.1.1 Provide an effective transition into the teaching career for the first year and second year teachers in California **who seek to clear their preliminary credentials.**

21.1.2 Improve the educational performance of pupils through improved training, information and assistance to new teachers.

21.1.3 Enable beginning teachers to be effective in teaching pupils who are culturally, linguistically, and academically diverse.

21.1.4 Ensure the professional success and retention of new teachers.

21.1.5 Ensure that a ~~Support Provider~~ **Induction/Mentor Coach** provides intensive individualized support and assistance to each ~~participating beginning teacher~~ **Induction Candidate.**

21.1.6 Improve the rigor and consistency of individual teacher performance assessments and the usefulness of assessment results to teachers and decision-makers.

21.1.7 Establish an effective, coherent system of performance assessments that are based on the **adopted** California Standards for the Teaching Profession**n**.~~al adopted by the Commission, January 1997.~~

21.1.8 Examine alternative ways in which the general public and the educational profession may be assured that new teachers who remain in teaching have attained acceptable levels of professional competence.

21.1.9 Ensure that an individual induction plan is in place for each ~~BTSA Participating teacher~~ **Induction Candidate** and is based on an ongoing assessment of the development of the beginning teacher.

21.1.10 Ensure continuous program improvement through ongoing research, development and evaluation.

21.3 ~~BTSA~~ **Induction Candidates** ~~Participating Teachers~~

Participating in the ~~BTSA~~ **Induction** program shall be required for eligible teachers.

21.3.1 Criteria To Be Met By ~~BTSA Participating~~ **Induction Candidate** Teachers

21.3.1.1 State eligible (meet requirements of first or second year with preliminary or clear credential).

21.3.1.2 Recommended and approved for participating by the District.

21.3.2 Example of ~~BTSA Participating~~ **Induction Candidate** Teacher Activities

21.3.2.1 Demonstrate an understanding of the professional induction process through active engagement in the ~~BTSA~~ **Induction** program.

21.3.2.2 Create and implement ~~and Individual Induction Plan (IIP)~~ an Individual Learning Plan (ILP) together with the ~~BTSA Support Provider~~ **Induction/Mentor Coach.**

21.3.2.3 Develop a teaching portfolio that provides a basis for continued examination of professional practice and growth.

21.3.2.4 Participate in the support and training activities including orientations, multicultural training, peer support seminars, discussion groups and demonstration lessons.

21.3.2.5 Participate in the assessment process and use of the results to chart professional development through further support and training activities**, subject to District approval**.

21.3.2.6 ~~Maintain a reflective journal to record higher thought processes on the teaching/learning context.~~

21.3.2.7 Participate in the program evaluation process and provide feedback to the ~~BTSA Support Provider and Director~~ **District's administrator overseeing professional learning**.~~Administrator of Professional Learning.~~

21.5 ~~BTSA Support Provider~~ **Induction/Mentor Coach Selection**

21.5.1 Criteria To Be Met For ~~BTSA Support Provider~~ **Induction/Mentor Coach** Nomination and Assessment

21.5.1.1 Be a credentialed classroom teacher in the ASTA bargaining unit with permanent status providing direct classroom instruction at least ~~60%~~ **50%** of the school day.

21.5.1.2 Have five (5) years ~~recent~~ classroom experience.

21.5.1.3 Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different context.

21.5.1.4 No more than ~~10~~ **15%** of the **Induction/Mentor Coaches** can be excluded from the ~~60%~~ **50%** direct classroom instruction agreement.

21.5.2 The following criteria will be considered:

21.5.2.1 Demonstrates knowledge and commitment to subject matter.

21.5.2.1.1 Subject matter expertise

21.5.2.1.2 Ability to convey enthusiasm for the subject to students.

21.5.2.1.3 Uses a wide variety of teaching strategies.

21.5.2.2 Demonstrates belief in student ability to succeed.

21.5.2.2.1 Commitment to setting high expectations for students.

21.5.2.2.2 Competence to teach at various student ability levels.

21.5.2.2.3 Willingness to give special attention to students requiring assistance.

21.5.2.2.4 Success in fostering excellent student performance.

21.5.2.3 Gives evidence of professional stature.

21.5.2.3.1 Leadership, e.g., in organizing projects on his/her own initiative.

21.5.2.3.2 Recognition by those in the same profession.

21.5.2.3.3 Respect for his/ her colleagues.

21.5.2.3.4 Teaching skills for working with students from different racial, linguistic and cultural backgrounds.

21.5.3 Examples of ~~BTSA Support Provider~~ **Induction/Mentor Coach** Activities

21.5.3.1 Provide assistance and guidance to new teachers.

21.5.3.2 Provide staff development for teachers.

21.5.3.3 Develop curriculum.

21.5.3.4 Establish a forum allowing for the exchange of new ideas and materials.

21.5.3.5 Assist teachers with classroom management/organization/discipline skills.

21.5.3.6 Participate in a program of professional growth designed to improve mentor skills.

21.6 **Induction and Teacher Support Network/Mentor Coach** Selection Committee ~~for BTSA Support Providers~~

The Committee shall consist of the President of the Anaheim Secondary Teachers Association, one ~~BTSA Lead Teacher~~ Induction Mentor Coach and the ~~Assistant Superintendent of Human Resources~~ **District's administrator overseeing professional learning.**

Rights and Responsibilities of the Selection Committee:

21.6.1 The Selection Committee shall seek applications for the ~~BTSA~~ Induction program from the body of eligible classroom teachers.

21.6.2 For each classroom teacher recommended, the **Selection C**~~c~~ommittee shall specify a term of ~~BTSA~~ **Induction/Mentor Coach** service of two (2) years. ~~BTSA Support Providers~~ **Induction/Mentor Coaches** may request

reappointment through the Selection Committee until the six (6) year maximum is reached. The Selection Committee will consider the recommendation from the **District's administrator overseeing professional learning**. ~~Director.~~

21.6.3 Material contained in the applicant's personnel file, including letters of recommendation and evaluations shall not be made available to or used by the **Selection C**eommittee unless expressly authorized in writing by the applicant.

21.6.4 The Selection Committee will review ~~BTSA Support Provider~~ **Induction/Mentor Coach** applications and may conduct classroom observations of the candidates.

21.6.5 The Selection Committee will select candidates for ~~BTSA Support Provider~~ **Induction/Mentor Coach** by a majority vote of the Committee.

21.6.6 The process will include reviewing applications and references, and conducting personal interviews. The Selection Committee will recommend ~~BTSA Support Provider~~ **Induction/Mentor Coach** candidates and a list of alternates.

21.7 ~~BTSA Support Provider~~ **Induction/Mentor Coach Rights and Responsibilities**

21.7.1 ~~BTSA Support Providers~~ **Induction/Mentor Coaches** may be released from classroom duties. Release time may be for workshops, inservice activities, observations, and other related duties.

21.7.2 ~~BTSA Support Providers~~ **Induction/Mentor Coaches** are not to perform any administrative duties or participate in the summative evaluation of other teachers.

21.7.3 ~~BTSA Support Providers~~ **Induction/Mentor Coaches** are not exempt from normal, routine teacher duties at their site.

21.7.4 **Induction/Mentor Coaches must adhere to the Mentor Responsibilities as outlined in the AUHSD Induction Handbook.**

21.8 Evaluation of the ~~BTSA Support Provider~~ **Induction/Mentor Coach**

Evaluation of the ~~BTSA Support Provider~~ **Induction/Mentor Coach** classroom duties shall be in accordance with District policy, practice and the certificated bargaining agreement.

21.8.1 General Provisions

~~21.8.1.1 No expense required by the operation of this program shall be budgeted or charged to the general fund. If the funding is decreased at any time during the life of the program, all facets of the program will be decreased proportionally.~~

21.8.1.2**1** If for any reason ~~a BTSA Support Provider~~ **an Induction/Mentor Coach** is unable to complete the designated term, the **District's administrator overseeing professional learning** ~~Director~~ may recommend a replacement from committee recommended alternates and the respective stipend shall be prorated.

21.8.1.3**2** Following a term of service, ~~a BTSA Support Provider~~ **an Induction/Mentor Coach** must wait one (1) year to reapply unless there are no **trained Induction/Mentor Coaches** ~~BTSA Support Providers~~ available.

21.9 Board Action

21.9.1 The District Governing Board may meet in Closed Session to consider the appointment of any nominees to be ~~a BTSA Support Provider~~ **an Induction/Mentor Coach** in the same manner that it may consider the appointment or employment of other employees.

21.9.2 Final designation of any person as ~~a BTSA Support Provider~~ **an Induction/Mentor Coach** shall be by action of the Governing Board of the school district from persons nominated. The Governing Board may reject any nomination.

21.10 Induction Mentor/Teacher Pay

An Induction/Mentor Teacher shall receive the stipend listed in Appendix C (4.10% of Column II Step 1).

ARTICLE 22: ~~PEER ASSISTANCE AND REVIEW~~ **TEACHER SUPPORT NETWORK (TSN)**

~~The Association and the District agree that the Peer Assistance Review (PAR) program shall only be implemented if the District receives funding for the program from the State.~~ The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who are referred or volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. **The relationship between the TSN/Mentor Coach and the TSN Participating Teacher is non-evaluative. Assistance Plans, Observations, Progress and other Reports created by the TSN/Mentor Coach shall not be utilized in the Evaluation Process.**

22.1 Joint Committee

The Joint Committee shall consist of ~~five (5)~~ **seven (7)** members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Committee.

The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings ~~shall~~ **may** take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings **during the workday**, without loss of pay or benefits. In addition, the teacher members of the Joint Committee shall receive ~~a~~ **the** stipend **listed in Appendix C.** ~~of $4,000 3.8%~~ **(4.10% of Column II, Step 1 per year).**

Note: names/amounts of stipends need to be updated in Appendix C to reflect alterations to Article 21 and 22.

The Joint Committee shall be responsible for the following:

22.1.1 Providing annual training for the Joint Committee members.

~~22.1.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.~~

22.1.2 ~~Selecting the panel of Consulting Teachers.Selecting~~ **~~Consulting on the choice of~~ Selecting** trainers and/or training providers **for professional learning**.

22.1.3 Providing training for ~~Consulting~~ **TSN/Mentor Coaches** ~~Teachers~~ prior to the ~~Consulting~~ **Mentor** Teachers' participation in the program.

22.1.4 Notifying participation in the ~~Peer Assistance and Review~~ **TSN** program by written notification to the **R**eferred ~~PAR~~ **TSN** Participating Teacher, the ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ and the site Principal.

~~22.1.7 Making available the list of the panel of Consulting Teachers to the PAR Participating Teacher.~~

22.1.5 Adopting Rules and Procedures for effectuating the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement will prevail.

22.1.6 Distributing, annually, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

22.1.7 Establishing a procedure for application as a ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~.

22.1.8 Determining the number of ~~Consulting~~ **TSN/Mentor Coaches** ~~Teachers~~ in any

school year, based upon participation in the ~~Peer Assistance and Review program~~ **Teacher Support Network**, the available budget and other relevant considerations.

22.1.9 Reviewing the report prepared by the ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ and making recommendations to the Governing Board regarding the **R**eferred ~~PAR~~ **TSN** Participating Teacher's progress in the ~~Peer Assistance and Review program~~ **Teacher Support Network**.

22.1.10 Evaluating, annually, the impact of the ~~Peer Assistance and Review~~ **Teacher Support Network** program in order to improve the program.

22.2 Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and ~~Consulting~~ **TSN/Mentor Coaches** may disclose such information only as necessary to administer this Article.

22.3 Hold Harmless

This District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the unit member's participation in ~~Peer Assistance and Peer Review~~ **the Teacher Support Network**. The Association retains the right to participate in the litigation. The District will pay legal costs and fees in such actions.

22.4 ~~PAR~~ **TSN** Participating Teachers

22.4.1 A **Referred** ~~PAR~~ **TSN** Participating Teacher is an experienced teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/ or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

22.4.2 A **Referred** ~~PAR~~ **TSN** Participating Teacher will be assigned to a ~~Consulting~~ **TSN/Mentor Coach** from a ~~panel~~ **pool** of **Mentor Coaches**. The Referred ~~PAR~~ **TSN** Participating Teacher may petition the Joint Committee for a different ~~Consulting~~ **Mentor Coach. It will be the purview of the Joint Committee to grant or deny such requests.**

22.4.3 The Referred **TSN** Participating Teacher has the right to be represented at any Joint Committee meeting or any meeting with administrators throughout these procedures by the Association representative of his or her choice.

22.4.4 A Volunteer ~~PAR~~ **TSN** Participating Teacher is an experienced teacher with permanent status who volunteers to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. The Volunteer ~~PAR~~ **TSN** Participating Teacher may elect to exit the program at ~~any time~~ **the end of the semester**. All materials and documents related to the peer assistance shall be strictly confidential.

Therefore, such materials and documents shall not be placed in the unit member's personnel file and shall not be distributed to anyone except the ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ and Volunteer ~~PAR~~ **TSN** Participating Teacher.

22.4.5 The Joint ~~Panel~~ **Committee** shall have the right to extend the period of participation for a Referred ~~PAR~~ **TSN** Participating Teacher for a period of up to one (1) additional year.

22.5 ~~Consulting~~ **TSN/Mentor Coaches** ~~Teachers~~

22.5.1 A ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ is a teacher who provides assistance to a ~~PAR~~ **TSN** Participating Teacher pursuant to the ~~Peer Assistance and Review program~~ **Teacher Support Network**. The qualifications for the ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

22.5.1.1 A credentialed classroom teacher **working at least 50%** ~~60%~~ of the time

in direct student instruction with permanent status.

22.5.1.2 At least ~~nine (9)~~ **five (5)** years of teaching experience ~~with five (5) most recent years as a teacher in classroom instruction in the District~~.

22.5.1.3 Shall demonstrate exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

22.5.2 In filling a position of ~~Consulting~~ **TSN/Mentor Coach**~~Teacher~~, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise as follows:

22.5.2.1 A reference from a ~~building principal~~ **site administrator** or immediate supervisor.

22.5.2.2 A reference from an Association representative.

22.5.2.3 A reference from another classroom teacher. All applications and references shall be treated with confidentiality.

22.5.3 ~~Consulting~~ **TSN/Mentor Coaches** ~~Teachers~~ shall be selected by **the Induction and Teacher Support Network/Mentor Coaches Selection Committee (see Article 21.6).**

22.5.4 ~~A Consulting~~ **Mentor** ~~Teacher shall may be released from all regular classroom teaching duties.~~ The term of the ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ shall be two (2) years with an option to apply for **a second term** ~~second two (2) up to three (3) two (2) year terms~~. **A teacher may not serve in the position for more than two (2) consecutive terms.** ~~A teacher may not be appointed to an administrative position in the district while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.~~

22.5.5 **TSN/Mentor Coaches shall be assigned no more than two (2) mentees. Any additional mentees must be approved by the Joint Committee.**

22.5.~~5~~**6** Functions performed pursuant to this Article by bargaining unit employees shall

not constitute either management or supervisory functions. The ~~Consulting~~ **TSN/Mentor Coach**~~Teacher~~ shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a ~~Consulting~~ **TSN/Mentor Coach** shall receive a the stipend **listed in Appendix C** ~~**of $4,000 3.8% (4.10% of Column II, Step 1).**~~, ~~per year, for all work necessary to complete the assignment.~~ **Stipend shall be prorated and paid per semester per Participating Teacher.**

Note: names/amounts of stipends need to be updated in Appendix C to reflect alterations to Article 21 and 22.

~~22.5.7 Upon completion of his or her service as a full-time released Consulting **TSN/Mentor Coach** Teacher, a teacher shall be returned to a regular assignment in accordance with Article 9, Transfer Procedures, of this Agreement. The Joint Committee shall include a statement on the application specifying the return rights of a Consulting **TSN/Mentor Coach**Teacher.~~

22.6 Procedure

The number of ~~PAR~~ **TSN** Participating Teachers assigned to each ~~Consulting Teacher~~ **TSN/Mentor Coach** shall be determined by the ~~Joint Committee~~ **District's administrator overseeing professional learning** ~~**Administrator of Professional Learning**~~ **in consultation with the Joint Committee** ~~Induction Leadership Team.~~ ~~Consulting~~ **TSN/Mentor Coaches** ~~Teachers~~ shall assist ~~PAR~~ **TSN** Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the ~~PAR~~ **TSN** Participating Teacher.

22.7 Performance Goals

The ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ and the Site Administrator shall meet with the **Referred** ~~PAR~~ **TSN** Participating Teacher to discuss the ~~Peer Assistance and Review program~~ **Teacher Support Network Program, and** to establish mutually agreed upon performance goals.

22.8 Assistance Plan

The ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ and the Referred ~~PAR~~ **TSN** Participating

Teacher shall develop the assistance plan and develop a process for determining successful completion of the ~~Peer Assistance and Review program~~ **Teacher Support Network.**

22.9 Observations

The ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ ~~shall~~ **may** conduct multiple observations of the ~~PAR~~ **TSN** Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences. **Release time shall ~~will~~ be provided for both the TSN/Mentor Coach and Participating Teacher.**

22.10 Progress

The ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ shall monitor the progress of the Referred **TSN** Participating Teacher and shall submit to and discuss with the Referred ~~PAR~~ **TSN** Participating Teacher periodic written reports.

22.11 Reporting

~~Consulting~~ **TSN/Mentor Coaches** ~~Teachers~~ shall report their activities on a regular basis to the Joint Committee **regarding all participating teachers referred by Human Resources.**

22.12 Limitations

The ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ shall continue to provide assistance not to exceed one (1) school year to the Referred ~~PAR~~ **TSN** Participating Teacher until he or she concludes that the teaching performance of the ~~PAR~~ **TSN** Participating Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may authorize additional assistance beyond the one year period. A copy of the ~~Consulting~~ **TSN/Mentor Coach's** ~~Teacher's~~ ~~report~~ **log** shall be submitted to and discussed with the Referred ~~PAR~~ **TSN** Participating Teacher to receive his or her signature before it is submitted to the Joint Committee. The Referred ~~PAR~~ **TSN** Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

The ~~Consulting~~ **TSN/Mentor Coach** ~~Teacher~~ shall submit a final report to the Joint Committee. The Referred ~~PAR~~ **TSN** Participating Teacher shall have the right to submit

a written response, within twenty (20) days, and have it attached to the final report. The Referred ~~PAR~~ **TSN** Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

22.13 Results

The results of the Referred ~~PAR~~ **TSN** Participating Teachers participation in the ~~Peer Assistance and Review program~~ **Teacher Support Network** shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred ~~PAR~~ **TSN** Participating Teacher.

22.14 Unresolved Issues

Any unresolved issues shall be referred to the Joint Committee for final resolution.

Appendix C updates for Leadership Positions for Senior High School Teachers and Junior High School Teachers.

POSITION	PAY	PERCENTAGE
Joint Committee Member	~~$5635~~ $2821	4.10%
~~PAR Consultin Teacher~~ **Teacher Support Network/Mentor Coach (stipend is per participating teacher)***	~~$5635~~ $2821	4.10%
~~BTSA Support Provider~~ **Induction/ Mentor Coach (stipend is per participating teacher)**	$2821	4.10%

***Denotes that stipend shall be prorated and paid per semester per participating teacher.**

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) EVALUATION TOOL

2025-2026 and 2026-2027

On October 24, 2023, AUHSD and ASTA agreed to form a joint work group to create an evaluation tool for speech and language pathologists (SLPs) to be considered for incorporation into Article 12 and Appendix E. The work group met and developed Article 12 and Appendix E recommendations, and having considered those recommendations, AUHSD and ASTA hereby agree to implement the recommendations in the form attached to this MOU for evaluation years 2025-2026 and 2026-2027. This MOU shall become the starting point for negotiations on the issue during collective bargaining for future evaluation years.

This agreement is dated: 11/21/24

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President
ASTA

Timeline

Meeting	Date	Administrator Signature	Evaluatee Signature
Preliminary Evaluation Conference – (Prior to the end of the 17th workday)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Lesson overview (including planned activities and outcomes) ❑ IEP goals for each student ❑ Handout(s)/texts(s)/Lesson Materials			
Post-Observation Conference (within 10 days of observation)			
Additional Observations (If required or if completed)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Lesson overview (including planned activities and outcomes) ❑ IEP goals for each student ❑ Handout(s)/texts(s)/Lesson Materials			
Post-Observation Conference (within 10 days of observation)			
Final Evaluation			
Final Evaluation: (Completed between beginning of 4th quarter and no later than 30 days prior end of school year)			

SPEECH LANGUAGE PATHOLOGIST EVALUATION
PRELIMINARY CONFERENCE

The Speech and Language Professional Competencies (SLPC) descriptors indicated below are a comprehensive and exhaustive list which will be utilized in the evaluation process. The 5Cs (collaboration, communication, creativity, critical thinking, and compassion/character) are embedded in the SLPCs.

1. Assessment and Reporting

Effectively conducts speech, language, and communication assessments (both standardized and informal, including modifications as needed). Accurately identifies speech and language disorders according to California education code, taking into consideration cultural and linguistic diversity. SLP accurately gathers student case history including: identifying relevant developmental history and/or contributing factors, and conducts (or makes attempts to conduct) parent/caregiver interviews, teacher feedback, and other pertinent or district-recommended information. They select adequate assessment batteries with consideration for all relevant factors. SLP accurately administers the batteries and scores tests accurately. SLP synthesizes all gathered information to define the student's level of communicative functioning, and makes recommendations that are consistent with evaluation results and demonstrates educational benefit for the students. They demonstrate understanding of eligibility criteria for treatment and dismissal. SLP produces defensible reports that follow district guidelines and expresses ideas clearly and concisely.

2. Intervention and Therapy

SLP develops and implements individualized education plans (IEPs) that align with students' communication needs. SLP demonstrates efficient use of direct therapy time. SLP uses clinical judgment, data collection, and evidence-based practices to plan and modify treatment, strategies, materials, and/or instrumentation to meet the needs of the student during therapy sessions. Provides therapy in a variety of settings to meet student needs. Demonstrates measurable student progress in communication skills aligned with IEP goals.

3. Learning Environment

SLP's interactions with students are positive and respectful. SLP demonstrates consistent systems of support to facilitate appropriate student behavior. Environment promotes positive learning opportunities with high expectations and appropriate support for students. Demonstrates an understanding of diverse cultural and linguistic backgrounds, adapting therapy methods accordingly. Maintains an inclusive approach to working with students

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE
(to be distributed prior to the formal observation)

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing speech and language services to meet student needs, while focusing on continuous improvement within the SLP scope of practice. Administrators and SLPs must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous SLP growth and reflection.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- lesson overview (including planned activities and outcomes)
- IEP goals for each student
- copies of any materials that will be utilized during the lesson

Reflective Questions for Guided Conversation:

Please reflect upon the following questions. The evaluator and evaluatee may discuss some or all of the following questions at the post-observation conference:

How do I engage students in learning?

How do I create a therapy environment that is conducive to learning?

How do I analyze my treatment models to understand what contributes to student learning?

How am I sure that my students have mastered the objective for the lesson?

How do I assess student progress?

What intervention strategies do I use with struggling students?

What activities contribute to my professional growth?

SPEECH LANGUAGE PATHOLOGIST INFORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

EVALUATEE'S PERFORMANCE TO DATE IS:

_____MEETING STANDARDS
_____APPROACHING STANDARDS
_____UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No
A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

FORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

2.4 SLP provides therapy in a variety of settings to meet student needs.
2.5 SLP demonstrates measurable student progress in communication skills aligned with IEP goals.

3. Learning Environment
   3.1 SLPs interactions with students are positive and respectful.
   3.2 SLP demonstrates consistent systems of support to facilitate appropriate student behavior.
   3.3 SLP treatment environment promotes positive learning opportunities with high expectations and appropriate support for students.
   3.4 SLP demonstrates an understanding of diverse cultural and linguistic backgrounds, adapting therapy methods accordingly.
   3.5 SLP maintains an inclusive approach to working with students.

4. Collaboration and Communication
   4.1 SLP Collaborates effectively with teachers, special education staff, and other professionals to support students' communication development.
   4.2 SLP Communicates with parents/guardians regarding their child's progress and provides strategies to support communication development.
   4.3 Participates in multidisciplinary team meetings (IEP meetings, case conferences, etc.) and contributes valuable insights.

5. Ethical Standards
   5.1 Adheres to the ASHA (American Speech-Language-Hearing Association) Code of Ethics and district policies.
   5.2 Maintains student confidentiality and ensures ethical decision-making in therapy and reporting.
   5.3 SLP demonstrates working knowledge and models a high level of professional ethics and incorporates best practices in daily activities.
   5.4 Maintains a professional standard of integrity, organization, and confidentiality of student information.
   5.5 SLP consistently displays professional conduct to others.
   5.6 SLP demonstrates informed knowledge and understanding of special education laws and procedures, and refers to state, and district guidelines.

6. Time Management and Documentation
   6.1 SLP effectively manages caseload, balancing time between assessment, intervention, documentation, and consultation.
   6.2 SLP completes necessary reports and paperwork, establishes and documents professional contacts in a timely manner. 6.3 SLP completes and submits required IEP documentation in a timely manner.
   6.4 SLP documents treatment notes in district-approved Medi-Cal billing platform in a timely manner.

FORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

EVALUATEE'S PERFORMANCE TO DATE IS:

_____MEETING STANDARDS
_____APPROACHING STANDARDS
_____UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____ _____ _____ _____

Evaluatee's Signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

_____ _____ _____ _____

Evaluatee's Signature Date Evaluator's Signature Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ☐ Lesson Overview
- ☐ IEP goals for each student
- ☐ Copies of any materials that will be utilized during the lesson

FORMAL EVALUATION SUMMARY

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature Date Evaluator's Signature Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ☐ Evaluation Worksheet
- ☐ Preliminary Conference Form
- ☐ Formal and Informal Observations
- ☐ Other Documents

FORMAL EVALUATION SUMMARY

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature Date Evaluator's Signature Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ☐ Evaluation Worksheet
- ☐ Preliminary Conference Form
- ☐ Formal and Informal Observations
- ☐ Other Documents

SPEECH LANGUAGE PATHOLOGIST
PERFORMANCE IMPROVEMENT PLAN (PIP)

Evaluatee_____ School/Work Location_____

Evaluator_____

Date of Unsatisfactory/Approaching Standards Final Evaluation_____

Major area(s) of concern, w/identified SLPCs, that must be addressed (List top 3 areas):

Support/Guidance recommended to address the concerns on the evaluation:

Resources and personnel to assist the unit member:

This form shall be completed by the evaluating administrator, with the input of the unit member, after having received a Tier I or Tier II Unsatisfactory or Approaching Standards Evaluation.

_____ _____

Unit Member's Signature Date Evaluator's Signature Date

SPEECH LANGUAGE PATHOLOGIST

Evaluatee Support Log

Name of Evaluatee: School/Work Location:

Meeting Date	Meeting Participants (in addition to Evaluatee)	Meeting Topic(s) (cite SLPCs referenced)	SLP reflection/Plan for Use of Strategies

This form shall be completed by the Evaluatee.

ARTICLE 12A: SPEECH LANGUAGE PATHOLOGIST (SLP) EVALUATION PROCEDURES

The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing speech and language services to meet student needs, while focusing on continuous improvement within the SLP scope of practice. Administrators and SLPs must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous SLP growth and reflection. Informal observations shall be utilized in the evaluation process for all evaluation options.

Procedures

12A.1 Evaluator

The Director of Special Youth Services or designated administrative representative shall conduct the evaluation. However, the unit member shall have the right to request an alternate evaluator. Such requests shall be made in writing to the Director of Special Youth Services. Should the request be denied, the rationale shall also be submitted in writing to the unit member. All evaluators must have appropriate training and regular calibration in all evaluation procedures and instruments.

12A.2 Tiered Evaluation

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three-tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Informal observation shall be utilized in the evaluation process for all evaluation options. Accordingly, the evaluation process shall be comprised of the three following tiers:

Tier One – The Tier One SLP is a unit member who has completed less than ten (10) years certificated service serving in a position established by Article 2.1.1 in the District, or less than eight (8) years in permanent status in the District, and has had satisfactory evaluations. The frequency of evaluation shall be as follows: (1) Non-permanent unit members shall be evaluated every year; and (2) Permanent unit members shall be evaluated every other year until they achieve Tier Two SLP status as defined below.

Tier Two - A Tier Two SLP is a permanent SLP who has ten years certificated service in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two SLPs are evaluated every five years. The Tier Two evaluation is an introspective instrument that requires evaluatees to reflect on their successes and share their expertise with other Unit Members.

A Tier Two SLP may select to be evaluated using the Project and Reflective Essay option or the Tier One Evaluation Process (formal observation).

A pre-observation conference shall be held between the evaluator and the evaluatee no less than five days (or less than five days by mutual agreement) before the first scheduled observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described infra) for the post-observation conference will be distributed to the evaluatee at this time. A discussion for clarification of the reflection questions may take place.

12A.9 Formal Observations and Post Observation Conference

The unit member to be evaluated shall be observed for one period per observation in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and evaluatee.

12A.10Project and Reflective Essay

A Tier Two SLP may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the (SLPC) Goals and Objectives. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentor/collaborate with another SLP; (3) an educational research paper/book report on an educational topic; (4) a study or project using data from the evaluatee's student(s); (5) a project within a staff leadership position that has relevance to the educational goals of the school; or (6) a case study focusing on the evaluatee's students.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied in the classroom. This essay should also contain a reflection on strengths and areas of growth as related to the SLP's own practice and shall be aligned to the SLPC Goals and Objectives.

Informal observations shall be utilized in the Project and Reflective Essay option.

12A.11Evaluation Forms

All evaluation/observation forms are appended to this agreement. The administration at individual school sites shall not create any additional forms or handouts or require other supplementary materials to be completed by the evaluatee. The evaluatee has the right to attach a rebuttal reflecting their objection(s) to any aspect of any observation report or final evaluation. Such rebuttals shall be submitted within five (5) working days after the evaluatee has received the observation report or final evaluation. Each rebuttal becomes part of the form to which it is attached.

12A.12Evaluation Calendar

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

EVALUATION PROCEDURES – PERFORMANCE TASK ASSESSMENTS (PTA)

2024-2025

AUHSD and ASTA agree to continue the 2023-2024 joint work group created to revise Article 12 and Appendix E to incorporate the PTA into the evaluation procedures for teachers, utilizing as a starting point the "Guiding Principles for Performance Task Assessments" and "Innovation Design Template" for PTAs attached to and incorporated in this Memorandum of Understanding.

The composition of and the appointees to this work group shall remain the same for the 2024-2025 school year. The Assistant Superintendent of Human Resources and the ASTA President shall determine their respective representatives and replacement representatives when an appointee is no longer able to serve. AUHSD and ASTA agree that the work group will continue to include, at a minimum, two mutually agreed upon curriculum specialists, one mutually agreed upon community schools teacher lead, one mutually agreed upon 5Cs coach, up to four at-large unit members selected by ASTA, and up to four administrators selected by AUHSD. Release time or the certificated hourly rate of pay shall be provided to ASTA unit members in recognition of service provided on work group meeting days. The work group shall report its recommendations by no later than April 1, 2025. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining. The above dates may be altered by mutual agreement.

During the 2024-2025 school year, the work group shall pilot the use of the PTA**, using the recommendations in the form attached to this MOU,** with Tier Two teacher volunteers who are not required to be evaluated as per the AUHSD/ASTA Agreement. The work group shall meet regularly throughout the school year to receive feedback and suggestions from the teachers and site administrators involved in the pilot. The work group shall utilize this information to adjust the PTA process proposed for incorporation into the evaluation procedures, including Agreement language and associated forms.

This agreement is dated: 12/13/24

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President
ASTA

The following principles should serve as guidelines for the lesson design and curriculum planning you do with your teams. Do not use this document as a checklist. The principles should serve as goals over the next few years.

Guiding Principles for Performance Assessments

The performance assessment provides an opportunity for students to develop all three components of the Career Preparedness Systems Framework: *Youth Voice & Purpose, 21st Century Skills (5Cs), and Technical Skills.*

1. The performance assessment allows for students to develop agency and take ownership over their learning and growth, cultivating their **voice and purpose** connected to their interests and aspirations. (Agency Framework)
2. The performance assessment is aligned to the **21st Century Skills** (5Cs, social emotional learning, growth mindset, etc.). Elements of *character & compassion, collaboration, communication, creativity,* and *critical thinking* are intentionally taught and assessed. (5Cs Descriptors)
3. Within each performance assessment are opportunities for students to develop and demonstrate mastery of **technical skills** (including content-specific skills and literacy across the curriculum).
4. The performance assessment takes into account the **necessary support for all student groups** (including newcomers, plurilingual students, students with disabilities and Foster Youth/McKinney-Vento students) so that they can demonstrate what they know and are able to do.
5. Students demonstrate their knowledge and skills by sharing with an **authentic audience**.
6. Students have **multiple opportunities** and a variety of ways to **demonstrate growth toward mastery.**
7. **Reflection is a part of the learning process**: *Throughout the performance assessment experience,* students reflect on their progress and plan for future learning and growth. This includes, but is not limited to, student reflection on their growth in the 5Cs.
8. **High-quality feedback** is provided to students throughout the performance assessment experience.
9. Performance assessment outcomes provide data to **improve curriculum and instruction**.

Guiding Principles for Performance Assessments

Course : _____ Semester: _____

Project Title: _____

Description: _____

	How does your PTA meet the principle?	Possible revisions/ additions
1		
2		
3		
4		
5		
6		
7		
8		
9		

UNLIMITED YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT

Innovation Design Template

(For Performance Task Assessment)
Developed by AUHSD Curriculum Specialists

Continuous learning is the minimum requirement for success in any field. - Brian Tracym

Considerations for use:

- ➔ The planning process may not be linear. You can work through this template in any order, as you see fit.
- ➔ This process will be ongoing, PTAs will need to be revisited, revised, and further developed over multiple years and iterations.

Resources	Please link resources for your PTA in the space below. Include resources such as texts (articles, graphs, etc.), scoring guides, reflection forms, models of student work (photos, links to video, etc.), etc
	Weekly Lesson Plan AUHSD 5Cs Descriptors Docs.pdf Link your school's reflection form If you are a Community School, please link your Community Schools Site Mapping here

Overview	**Provide a brief overview of the Performance Task Assessment:**
	What do you already know about your students and community? (Strengths, Needs, Interests)

Artifacts	**What would be the product (Artifact) for students to include within their Capstone Portfolios?**

Learning Design Overview

The following principles should serve as guidelines for the lesson design and curriculum planning you do with your teams. Do not use this document as a checklist. The principles should serve as goals over the next few years.

Guiding Principles for Performance Task Assessments

Design

Learning Outcomes What do we want students to learn?
Technical Skills, 5Cs, Student Voice
Technical Skills
What technical skills do we want students to learn?
Success Criteria Evidence of Outcomes: How will we know they have learned it? (What evidence/artifacts will be produced?)
5 Cs
What do we want students to learn? Identify one or **two strands** only.
Success Criteria Evidence of Outcomes: How will we know they have learned it? What evidence/artifacts will be produced?
Describe the Type(s) of Student Voice we will see in the Performance Task Assessment?
How will learning be shared with an authentic audience?

	Are there multiple opportunities and a variety of ways for students to demonstrate mastery?
	The performance assessment outcomes should provide data leading to **improvements in curriculum and instruction**. What data do you anticipate studying?

Rule of 3

Follow the "Rule of 3" by identifying *three* intentional spaces for each.

Implementation Details	3 intentional opportunities for building the **technical skill(s)**.	1. 2. 3.
	3 specific spaces for Teaching the strand(s) of the **5Cs**.	1. 2. 3.
	3 scaffolds to **support** PLLs, SWDs.	1. 2. 3.
	3 most critical moments for **feedback**.	1. 2. 3.
	3 opportunities for students to **reflect**.	1. 2. 3. At the conclusion of the PTA (schoolwide portfolio reflection)

Cycle of Continuous Improvement

After you implement the PTA, please fill out the reflection below to help guide your own cycle of continuous improvement.

How well did the learning design meet the intended outcomes?
What were the best parts of this PTA experience for students? Why?
What would you do differently the next time you implement this PTA?

Article 12: EVALUATIONS PROCEDURES

~~The District and the Association agree that an effective evaluation system recognizes the complexities of teaching and student learning, while focusing on continuous improvement of the evaluatee's teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection. Informal observations shall be utilized in the evaluation process for all evaluation options.~~

The District and the Association agree that an effective instructional support system recognizes the complexities of teaching and student learning, emphasizing continuous improvement of teaching practice through a collaborative and trusting environment between teachers and administrators. While formal evaluations occur every two to five years, they should be seen as part of an ongoing process of teacher growth and reflection. By fostering reflective practice, constructive feedback, and continuous professional learning, this approach promotes educational growth and excellence. The Evaluation process promotes educator growth and student success through adaptive, innovative collaboration between the District and Association.

12.10 Project and Reflective Essay

A Tier Two teacher may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the (CSTP) Goals and Objectives. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentor/collaborate with another teacher; (3) an educational research paper/book report on an educational topic; (4) a study or project using data from the evaluatee's class(es); (5) a project within a staff leadership position that has relevance to the educational goals of the school; ~~or~~ (6) a case study focusing on the evaluatee's students, or (7) develop and implement a Performance Task Assessment.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied in the classroom. This essay should also contain a reflection on strengths and areas of growth as related to the teacher's own practice and shall be aligned to the (CSTP) Goals and Objectives.

Informal observations shall be utilized in the Project and Reflective Essay option.

12.13 Constraints
Keep opening paragraph

No final evaluation shall be based on the results of any standardized test information or student outcomes based on Performance Task Assessments (PTAs).

Keep third paragraph the same

Appendix E-13
~~Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.~~

The District and the Association agree that an effective instructional support system recognizes the complexities of teaching and student learning, emphasizing continuous improvement of teaching practice through a collaborative and trusting environment between teachers and administrators. While formal evaluations occur every two to five years, they should be seen as part of an ongoing process of teacher growth and reflection. By fostering reflective practice, constructive feedback, and continuous professional learning, this approach promotes educational growth and excellence. The Evaluation process promotes educator growth and student success through adaptive, innovative collaboration between the District and Association.

CSTP Goals and Objectives (See Agreement Article 12 for complete description)

1. Engaging and Supporting Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for Students
5. Assessing Students for Learning
6. Developing as a Professional Educator

Tier Two Project Development Form.pdf
E-4/ E-5 need to be corrected (PTA Workgroup didn't change) - Should read E-13
Standards is misspelled

REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE (to be distributed prior to the formal observation)

~~The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.~~

Article 12: Evaluation Procedures

The District and the Association agree that an effective instructional support system recognizes the complexities of teaching and student learning, emphasizing continuous improvement of teaching practice through a collaborative and trusting environment between teachers and administrators. While formal evaluations occur every two to five years, they should be seen as part of an ongoing process of teacher growth and reflection. By fostering reflective practice, constructive feedback, and continuous professional learning, this approach promotes educational growth and excellence. The Evaluation process promotes educator growth and student success through adaptive, innovative collaboration between the District and Association.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- lesson overview (including planned activities and outcomes)
- seating chart
- copies of any handouts/texts that will be utilized during the lesson

Reflective Questions for Guided Conversation:

Please reflect upon the following questions connected to the CSTPs. The evaluator and evaluatee may discuss some of the following questions at the post-observation conference:

- How do I create a learning environment that is conducive to learning?
- How do I engage students in learning?
- What do I know about my students and how does it inform my instruction?
- How do I provide support for students (including but not limited to newcomers, plurilingual students, students with disabilities, students with life challenges, and Foster Youth/McKinney-Vento students) so they can demonstrate what they know?
- How do I reflect upon student data and my instruction to refine my teaching practices?
- How do I assess students' growth towards mastery of learning objectives and use evidence of their learning to inform future instruction?

- How is student voice integrated into lesson design/instructional practices?
- How do professional practices (i.e., PLCs, workshops, training, lesson design) contribute to my professional growth and impact student learning?

Reflective Questions for Performance Task Assessments

1) Reflect on your design process for the Performance Task Assessment.

2) How does my Performance Task Assessment intentionally incorporate opportunities for students to develop and demonstrate 21st century skills/5Cs, amplify their voice, and apply technical skills/content standards?

3) How do you use data and students' reflections from Performance Task Assessments to analyze learning outcomes and adjust your instructional practices for future lessons?

Appendix E-5

ANAHEIM UNION HIGH SCHOOL DISTRICT
Instructional ~~Remediation~~ Support Plan

Evaluatee_____School/Work Location_____
Assignment_____Evaluator_____
Date of Unsatisfactory/Approaching Standards Final Evaluation_____

Major area(s) of Concern, w/identified CSTPs, that must be addressed (List top 3 areas):

~~Support/Guidance recommended to address the concerns on the evaluation:~~
Recommendations to address the concerns on the evaluation:

Resources and personnel that may be utilized to assist the unit member:

- Teacher Support Network (TSN): Work with a Mentor Teacher (Refer to Article 22 for specific procedures and expectations for referral and participation in the Teacher Support Network. Unit Members receiving an Unsatisfactory Evaluation must be referred to the TSN.)
- Meetings with the Department Chair, 5Cs Coach and/or leadership equipped to provide support in the relevant area
- Guiding Principles of PTA/Lesson Design
- Innovation Design Template and the Coaching Conversation Guide
- Other _____

This form shall be completed by the evaluating administrator, with the input of the Unit Member, after having received a Tier I or Tier II Unsatisfactory or Approaching Standards evaluation.

_____ _____
Unit Member's Signature Date Evaluator's Signature Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

NURSE EVALUATION TOOL

2025-2026 and 2026-2027

On October 24, 2023, AUHSD and ASTA agreed to form a joint work group to create an evaluation tool for nurses to be considered for incorporation into Article 12 and Appendix E. The work group met and developed Article 12 and Appendix E recommendations, and having considered those recommendations, AUHSD and ASTA hereby agree to implement the recommendations in the form attached to this MOU for evaluation years 2025-2026 and 2026-2027. This MOU shall become the starting point for negotiations on the issue during collective bargaining for future evaluation years.

This agreement is dated: 12/13/24

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President
ASTA

ARTICLE 12B: SCHOOL REGISTERED NURSE EVALUATION PROCEDURES

The District and the Association agree that an effective evaluation system recognizes the complexities of the nursing profession, while focusing on continuous improvement of the evaluatee's clinical and educational practices. Administrators and nurses must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous nurse growth and reflection. Informal observations shall be utilized in the evaluation process for all evaluation options.

Procedures

12B.1 Evaluator

The Director of Special Youth Services or designated administrative representative shall conduct the evaluation. However, the unit member shall have the right to request an alternate evaluator. Such requests shall be made in writing to the Director of Special Youth Services. Should the request be denied, the rationale shall also be submitted in writing to the unit member. All evaluators must have appropriate training and regular calibration in all evaluation procedures and instruments.

12B.2 Tiered Evaluation

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three-tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Informal observation shall be utilized in the evaluation process for all evaluation options. Accordingly, the evaluation process shall be comprised of the three following tiers:

Tier One – The Tier One School Registered Nurse is a unit member who has completed less than ten (10) years certificated service serving in a position established by Article 2.1.1 in the District, or less than eight (8) years in permanent status in the District, and has had satisfactory evaluations. The frequency of evaluation shall be as follows: (1) Non-permanent unit members shall be evaluated every year, and (2) Permanent unit members shall be evaluated every other year until they achieve Tier Two School Registered Nurse status as defined below.

Tier Two - A Tier Two School Registered Nurse is a permanent School Registered Nurse who has ten years certificated service in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two School Registered Nurses are evaluated every five years. The Tier Two evaluation is an introspective instrument that requires evaluatees to reflect on their successes and share their expertise with other Unit Members.

A Tier Two School Registered Nurse may select to be evaluated using the Project and Reflective Essay option or the Tier One Evaluation Process (formal observation).

Improving School Registered Nurse – The Improving School Registered Nurse has received an unsatisfactory evaluation in the previous year based on the Tier One or Tier Two evaluation process, has been referred to a Performance Improvement Plan (PIP), and has a performance improvement plan in effect. An Improving School Registered Nurse shall have a minimum of three observations during the evaluation/performance improving period conducted by their evaluator.

12B.3 School Nurse Standards of Practice

The following School Nurse Standards of Practice shall be the basis of all evaluations regardless of the tier or level used in each individual evaluation.

12B.3.1 Standards of Practice
The School Registered Nurse is ethical in their practices and provides competent evidence-based nursing care.

12B.3.2 Care Coordination
The Registered School Nurse collects and analyzes pertinent data to identify student health needs and nursing diagnoses and uses evidence-based information to develop student individualized healthcare plans (IHP). They provide training for school personnel aon safety protocols and procedures and develop plans for emergency care. The Registered School Nurse conducts health screenings and performs effectively in emergencies, delegating tasks appropriately. They communicate effectively, documenting interventions and activities appropriately in Aeries and refusing student IHPs as appropriate. The Registered School Nurse monitors and maintains health records for each student and participates in the MAA/LEA/Medical programs.

12B.3.3 Staff Relationships and Quality Improvement
The School Registered Nurse maintains professional working relationships with other school nurses and staff, and evaluates one's own and others' nursing practice. They demonstrate effective communication with staff, parents/guardians, and healthcare providers. The School Registered Nurse participates in or contributes to Individual Educational Plans, evaluates progress toward attainment of goals and outcomes, and serves as case manager for students with acute or chronic health needs.

12B.3.4 Professional Leadership
The School Registered Nurse demonstrates professionalism in behaviors, time management, dependability, resource utilization, and ethical practice. THey participate in professional development/continuing education programs to enhance their knowledge and nursing skills. The School Registered Nurse consults with students' healthcare providers for further guidance on providing

appropriate support for their health management at school. They utilize appropriate resources to plan, provide, and sustain evidence-based nursing services that are safe, effective, and fiscally responsible. The School Registered Nurse provides training and supervision to staff on specialized healthcare services.

12B.3.5 Community and Public Health

The School Registered Nurse utilizes health promotion, education, and prevention activities to maintain and improve the health and safety of the school environment. They practice in an environmentally healthy and safe manner that is congruent with cultural diversity and inclusion principles.

The District and the Association agree that the evaluator may not observe all (or even a majority of) the descriptors of the School Nurse Standards of Practice listed above in an observation session.

12B.4 Frequency of Evaluation

All non-permanent Tier One unit members shall be evaluated every year. Permanent unit members shall be evaluated every other year until reaching Tier Two status. As provided herein, Tier Two School Registered Nurses shall be evaluated every five years if they meet the requirements of state and federal laws.

Should the evaluator determine that, because of observed and documented deficiencies in meeting the District's Goals and Objectives outlined herein, a Tier One or Two School Registered Nurse requires a more formal evaluation; the evaluator shall notify the School Registered Nurse at least two weeks before the end of the school year. Or, if the School Registered Nurse is being evaluated, the evaluator shall give an unsatisfactory evaluation which will bring about an Improving School Registered Nurse evaluation in the subsequent year. Such deficiencies shall only be related to the Goals and Objectives found in this article.

In the event an evaluatee believes the above administrative decision is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or Special Youth Services Director. If a resolution is unable to be reached, the evaluatee may appeal the final evaluation, by providing specific information and data to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

12B.5 Preliminary Evaluation Conference

The evaluator shall conduct a Preliminary Evaluation Conference with each evaluatee prior to the commencement of the formal evaluation. The purpose of the Preliminary Evaluation Conference is to allow both the evaluator and unit member to review the evaluation process, including the Goals and Objectives, and discuss examples of expected

performance. The goal of this process is to reach an understanding regarding the expectations for the observation. The School Nurse Evaluation Tool for both the Formal Observation and the Project-Reflective Essay options (attached) will be given to Evaluatees at the time of the Preliminary Evaluation Conference.

12B.6 Informal Observations

Informal observations shall be utilized in the evaluation process for all evaluation options. In most instances, these observations shall be approximately (15) minutes in length. However, at the discretion of the evaluator, the timeframe may be extended. There shall be no more than two (2) informal observations prior to a formal observation. Within ten (10) school days of the observation, the Informal Observation shall be shared with the evaluatee. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and the evaluatee. A violation of any of the parameters set forth in this section shall not invalidate the inclusion of the Informal Observation as part of the evaluation process. Informal observations may include, but are not limited to: a review of an IHP, observation of an IEP meeting (in person or virtual), or student health assessment/screenings.

12B.7 Scheduling of the Formal Observation and Pre-Observation Conference

The evaluator and the evaluatee will schedule the pre-observation conference and the [first] observation date and time at least 10 days prior to the observation. By mutual agreement, the scheduling may be done less than 10 days prior to the observation.

Additional observations will be scheduled at least 5 days in advance or less by mutual agreement. A pre-observation conference is not required for additional observations during the school year.

12B.8 Pre-Observation Conference for the Formal Observation

A pre-observation conference shall be held between the evaluator and the evaluatee no less than five days (or less than five days by mutual agreement) before the first scheduled observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described infra) for the post-observation conference will be distributed to the evaluatee at this time. A discussion for clarification of the reflection questions may take place.

12B.9 Formal Observations and Post-Observation Conference

The unit member to be evaluated shall be observed for one period per observation in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and

objective. The time limits may be extended by mutual agreement of the evaluator and evaluatee.

12B.10 Project and Reflective Essay

A Tier Two School Registered Nurse may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the School Nurse Standards of Practice. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentoring a new nurse program; (3) an research paper/book report related to school nursing; (4) a study or project for improvement relevant to the health office and student or nursing practice; (5) identify a high need medical case and develop a case study or pp for staff education.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied at the school setting. This essay should also contain a reflection on strengths and areas of growth as related to the School Registered Nurse's own practice and shall be aligned to the School Nurse Standards of Practice.

Informal observations shall be utilized in the Project and Reflective Essay option.

12B.11 Evaluation Forms

All evaluation forms are appended to this agreement. The administration at individual school or district office shall not create any additional forms or handouts or require other supplementary materials to be completed by the evaluatee. The evaluatee has the right to attach a rebuttal reflecting their objection(s) to any aspect of any observation report or final evaluation. Such rebuttals shall be submitted within five (5) working days after the evaluatee has received the observation report or final evaluation. Each rebuttal becomes part of the form to which it is attached.

12B.12 Evaluation Calendar

12B.12.1 Formal Observation Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and evaluatee and cannot be altered or extended with the exception of what is noted in sections 12.6, 12.7 and 12.8.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system, processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Observation is Scheduled (at least ten days prior to the selected date or less by mutual agreement). Observation shall not be rescheduled except in cases of unplanned, unforeseen, or unscheduled events or circumstances. In the event of a cancellation, the observation shall be rescheduled following the procedures above.

At Least Ten Work Days (or less by mutual agreement) Before the worksite Observation -- The Pre-Observation Conference and observation date and time will be scheduled by mutual agreement of the evaluator and evaluatee. The reflective questions referenced in 12.7 and attached will be presented at this time.

Post-Observation Conference shall occur within ten days of the observation to discuss the completed Observation Form.

Prior to the end of the first quarter, at least one formal observation shall be completed for all probationary unit members.

Prior to the end of the third quarter, at least one formal observation shall be completed for all permanent unit members. At least two formal observations shall be completed for all probationary employees.

Prior to the end of the third quarter all formal observations shall be completed. However, if a unit member has received an unsatisfactory on a formal observation additional observations may be scheduled during the fourth quarter.

Beginning the fourth quarter and not later than 30 calendar days prior to the end of the school year – A final evaluation shall be completed and provided to the evaluatee.

12B.12.2 Project and Reflective Essay Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and the evaluatee.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Pre-project Development Conference shall be held individually– at this time the evaluator and evaluatee will discuss the Project. The Tier Two Project

Development Form and Tier Two Project and Reflective Essay Final Evaluation Worksheet shall be discussed and shared with the evaluatee (attached).

Prior to the end of the First Quarter– the evaluatee and evaluator shall agree on a project. In the event that the evaluatee and evaluator cannot reach agreement on the project, the unit member shall attempt to resolve the matter directly with the evaluator. If a resolution is unable to be reached, the unit member may appeal to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and is not grievable under Article 7 of the collective bargaining agreement.

Prior to the End of the Third Quarter – The Project will be completed and the Reflective Essay will be submitted to the Evaluator.

Beginning the Fourth Quarter and not later than 30 calendar days prior to the end of the school year – A Final Evaluation shall be completed and provided to the evaluatee.

12B.13 Constraints

If in the opinion of the site administrator or Director of Special Youth Services a serious complaint has been lodged against an individual School Registered Nurse by an employee or non-employee, the School Registered Nurse shall be notified within a reasonable amount of time and, when practicable, before any students are questioned. Complaints not reported to the School Registered Nurse, and not investigated, shall not be utilized in the evaluation or subsequent disciplinary action. In addition, progressive discipline may be included in the School Registered Nurse evaluation process.

No final evaluation shall be based on the results of any standardized test information.

Whenever the District identifies problem areas in a unit member's performance, the District shall provide advance notice that corrective action is necessary. In the event a unit member believes that this did not occur, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent shall be final and no party of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

All information and data used in the evaluation process shall be utilized with the complete knowledge and disclosure to the evaluatee. Student comments or interviews shall not be included in any evaluation.

The use of any electronic listening or recording device in any classroom without the prior consent of the unit member and evaluator is strictly prohibited.

12B.144 Appeal Process

In the event a unit member believes the content of the final evaluation is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal the final evaluation, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

Timeline

Meeting	Date	Administrator Signature	Evaluatee Signature
Preliminary Evaluation Conference – (Prior to the end of the 17th workday)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Overview of service(s) that will be provided ❑ Student health assessment/screening ❑ Observation of an IEP Meeting ❑ Individualized Health Plan			
Post-Observation Conference (within 10 days of observation)			
Additional Observations (If required or if completed)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Overview of service(s) that will be provided ❑ Student health assessment/screening ❑ Observation of an IEP Meeting ❑ Individualized Health Plan			
Post-Observation Conference (within 10 days of observation)			
Final Evaluation			
Final Evaluation: (Completed between beginning of 4th quarter and no later than 30 days prior end of school year)			

SCHOOL REGISTERED NURSE
PRELIMINARY CONFERENCE

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities of the nursing profession, while focusing on continuous improvement of the evaluatee's clinical and educational practices. Administrators and nurses must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous nurse growth and reflection.

Please mark the evaluation process which will be taking place during this school year.

☐ **TIER ONE SCHOOL REGISTERED NURSE EVALUATION**

A Tier One School Registered Nurse is a unit member who has between one and ten years of service in the Anaheim Union High School District. Tier One evaluations are done through the formal observation process. The frequency of evaluation shall take place as follows: (1) Temporary and probationary School Registered Nurses must be evaluated annually; and (2) Tier One unit members with permanent status shall be evaluated every other year.

☐ **TIER TWO SCHOOL REGISTERED NURSE EVALUATION**

A Tier Two School Registered Nurse is a tenured School Registered Nurse who has ten years of service in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two School Registered Nurses are evaluated every five years. A Tier Two School Registered Nurse may select to be evaluated using the Project and Reflective Essay or the Tier One Evaluation Process (formal observation).

☐ **Option 1: Project and Reflective Essay**

The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the School Nurse Standards of Practice. The requirements of the Project and Reflective Essay are outlined in Appendix E-13.

☐ **Option 2: Tier One Evaluation Process**

The evaluation shall include the School Nurse Standards of Practice. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

☐ **PIP REFERRED School Registered Nurse EVALUATION**

An Improving School Registered Nurse is a School Registered Nurse who has received an unsatisfactory evaluation in the previous year based on the Tier One formal observation evaluation process.

RECEIPT AND UNDERSTANDING OF EVALUATION PROCEDURES

I had my Preliminary Evaluation Conference in which I selected my evaluation option, and have discussed the School Nurse Standards of Practice with the administrator conducting the evaluation. I have a clear understanding of the evaluation process and the criteria on which I will be evaluated.

Date	Name of Evaluatee	Evaluatee's Signature
Date	Name of Evaluator	Evaluator's Signature

SCHOOL REGISTERED NURSE EVALUATION
PRELIMINARY CONFERENCE

The School Nurse Standards of Practice descriptors indicated below are a comprehensive and exhaustive list which will be utilized in the evaluation process. The 5Cs (collaboration, communication, creativity, critical thinking, and compassion/character) are embedded in the School Nurse Standards of Practice.

1. Standards of Practice

   The School Registered Nurse is ethical in their practices and provides competent evidence-based nursing care.

2. Care Coordination

   The Registered School Nurse collects and analyzes pertinent data to identify student health needs and nursing diagnoses and uses evidence-based information to develop student individualized healthcare plans (IHP). They provide training for school personnel aon safety protocols and procedures and develop plans for emergency care. The Registered School Nurse conducts health screenings and performs effectively in emergencies, delegating tasks appropriately. They communicate effectively, documenting interventions and activities appropriately in Aeries and refusing student IHPs as appropriate. The Registered School Nurse monitors and maintains health records for each student and participates in the MAA/LEA/Medical programs.

3. Staff Relationships and Quality Improvement

   The School Registered Nurse maintains professional working relationships with other school nurses and staff, and evaluates one's own and others' nursing practice. They demonstrate effective communication with staff, parents/guardians, and healthcare providers. The School Registered Nurse participates in or contributes to Individual Educational Plans, evaluates progress toward attainment of goals and outcomes, and serves as case manager for students with acute or chronic health needs.

4. Professional Leadership

   The School Registered Nurse demonstrates professionalism in behaviors, time management, dependability, resource utilization, and ethical practice. They participate in professional development continuing education programs to enhance their knowledge and nursing skills. The School Registered Nurse consults with students' healthcare providers for further guidance on providing appropriate support for their health management at school. They utilize appropriate resources to plan, provide, and sustain evidence-based nursing services that are safe, effective, and fiscally responsible. The School Registered Nurse provides training and supervision to staff on specialized healthcare services.

SCHOOL REGISTERED NURSE EVALUATION
PRELIMINARY CONFERENCE

5. Community and Public Health

The School Registered Nurse utilizes health promotion, education, and prevention activities to maintain and improve the health and safety of the school environment. They practice in an environmentally healthy and safe manner that is congruent with cultural diversity and inclusion principles.

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE
(to be distributed prior to the formal observation)

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities of the nursing profession, while focusing on continuous improvement of the evaluatee's clinical and educational practices. Administrators and nurses must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous nurse growth and reflection.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- Overview of service(s) that will be provided
- Individualized Health Plan
- Any applicable student health assessment/screening documents

Reflective Questions for Guided Conversation:

Please reflect upon the following questions. The evaluator and evaluatee may discuss some or all of the following questions at the post-observation conference:

How do I interact with students regarding their health needs?

How do you build and maintain professional relationships with other school staff and nurses?

Can you provide an example of effective collaboration with teachers, parents, or healthcare providers to support a student's health needs?

How do you identify and assess the health needs of individual students, and how does this guide the development of their Individualized Healthcare Plans (IHPs)?

What activities contribute to your professional growth? How do you stay informed about updates to best practices in school nursing and apply them to your role?

UNLIMITED YOU

501 NORTH CRESCENT WAY, ANAHEIM, CA 92801
STUDENT SUPPORT SERVICES

School Registered Nurse Performance Evaluation Tool

School Nurse: _____ School Year: _____

Worksite(s) /Program(s): _____

Status of Nurse: _____ Tier 1 _____ Tier 2 _____ Improving

Rating Scale:

(M) Meets (A) Approaching (U) Unsatisfactory (NO) Not Observed

1. Standard of Practice	**M**	**A**	**U**	**NO**
1.a Demonstrates ethical practices. 1.b Provides competent evidence-based nursing care.				
2. Care Coordination	**M**	**A**	**U**	**NO**
2.a Collects and analyzes pertinent data to identify student health needs and nursing diagnoses (e.g., health screening results, health forms, clinic visits) for the school population.				
2.b Uses evidence-based information to develop student individualized healthcare plans (IHP) to achieve expected outcomes to specific interventions.				
2.c Provides training for school personnel on safety protocols and procedures related to student's health conditions, as needed.				
2.d Develops plans for emergency care. Collaborate with school personnel in crisis/disaster planning.				
2.e Conducts health screenings for IEP, state-mandated, and as required with referrals as appropriate.				
2.f Performs effectively in emergency situations, delegates tasks appropriately.				
2.g Communicates effectively in all areas of practice. Documents interventions and activities appropriately in Aeries.				
2.h Revises student IHPs as appropriate.				
2.i Monitors and maintains health records for each student, including the update of immunization requirements/ TB assessments/ Tdap according to legal mandates and district's policy.				
2.j Participates in the MAA/LEA/Medical programs- providing accurate documentation required for program support.				
3. Staff Relationships/ Quality Improvement	**M**	**A**	**U**	**NO**
3.a Maintains a professional working relationship with other school nurses and staff.				
3.b Participates in or contributes to Individual Educational Plans.				
3.c Demonstrates effective communication with staff, parents/guardians/ healthcare providers.				
3.d Evaluates progress toward attainment of goals and outcomes.				
3.e Serves as case manager for students with acute or chronic health needs.				

3.f Evaluates one's own and others' nursing practice.				
4. Professionalism/ Leadership	**M**	**A**	**U**	**NO**
4.a Demonstrates professionalism in behaviors, time management, dependability, resource utilization, and ethical practice.				
4.b Participates in professional development/continuing education programs to enhance knowledge and nursing skills.				
4.c Consults with student's healthcare providers for further guidance on providing appropriate support for their health management at school.				
4 d Utilizes appropriate resources to plan, provide, and sustain evidence-based nursing services that are safe, effective, and fiscally responsible.				
4.e Provides training and supervision to staff on specialized healthcare services.				
5. Community/ Public Health	**M**	**A**	**U**	**NO**
5.a Utilizes health promotion, health education, and prevention activities to maintain and improve the health and safety of the school environment. 5.b Practices in a manner that is congruent with cultural diversity and inclusion principles. 5.c Practices in an environmentally safe and healthy manner.				

Commendations:

Recommendations:

OVERALL EVALUATION:

❑ Meets ❑ Approaching ❑ Unsatisfactory

In accordance with Education Code Section 44663, you have the right to comment upon this document (or any statement that may be contained herein) in writing, and you may have your written comments attached to this document in your Personnel File.

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

Signature of School Nurse _____ Date _____

Signature of Evaluator _____ Date _____

SCHOOL REGISTERED NURSE
EVALUATION WORKSHEET - PROJECT AND REFLECTIVE ESSAY

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing nursing services to meet student needs, while focusing on continuous improvement within the School Registered Nurse scope of practice. Administrators and School Registered Nurses must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous School Registered Nurse growth and reflection.

School Registered Nurse Standards of Practice (See Article 12B.3 for complete descriptions)

1. Standards of Practice
2. Care Coordination
3. Staff Relationships and Quality Improvement
4. Professional Leadership
5. Community and Public Health

1. Preliminary Evaluation Conference: Prior to the end of the 17th workday
   Held on:_____

2. Pre-Project Development Conference held - Evaluatee has received a copy of the Project and Reflective Essay Form.

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

3. Project Agreed Upon: (prior to the end of the First Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

4. Project Submitted: (prior to the end of the Third Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

5. Essay Submitted: (prior to the end of the Third Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

6. Final Evaluation (must be completed between the beginning of the Fourth Quarter and no later than 30 calendar days prior to the end of the school year).

SCHOOL REGISTERED NURSE
PERFORMANCE IMPROVEMENT PLAN (PIP)

Evaluatee_____ School/Work Location_____

Evaluator_____

Date of Unsatisfactory/Approaching Standards Final Evaluation_____

Major area(s) of concern, w/identified Standards of Practice, that must be addressed (List top 3 areas):

Support/Guidance recommended to address the concerns on the evaluation:

Resources and personnel to assist the unit member:

This form shall be completed by the evaluating administrator, with the input of the unit member, after having received a Tier I or Tier II Unsatisfactory or Approaching Standards Evaluation.

_____ _____

Unit Member's Signature Date Evaluator's Signature Date

SCHOOL REGISTERED NURSE

Evaluatee Support Log

Name of Evaluatee: School/Work Location:

Meeting Date	Meeting Participants (in addition to Evaluatee)	Meeting Topic(s) (cite Standards of Practice referenced)	School Registered Nurse reflection/ Plan for Use of Strategies

This form shall be completed by the Evaluatee.

AGREEMENT

between the

ANAHEIM UNION HIGH SCHOOL DISTRICT

and the

ANAHEIM SECONDARY TEACHERS ASSOCIATION

for the period

August 8, 2022

through

the first Teacher work day of the 2025-26 school year

Board Approved: December 13, 2022

Reopener Agreement for 2023-24
Board Approved: February 15, 2024

Reopener Agreement for 2024-25
Board Approved: Pending

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ARTICLE 1: AGREEMENT

1.1 Agreement

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

1.2 Separability and Savings

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

1.3 Disagreement on Scope

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

1.4 Entire Agreement

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

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

1.5 Waivers to Contract

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

1.6 Publication of Agreement

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

ARTICLE 2: RECOGNITION

2.1 Recognition

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

2.1.1 Classroom Teachers

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

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

2.2 Charter Schools

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

ARTICLE 3: MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Distribution and Posting of Materials

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

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

4.2 Released Time

4.2.1 Released Time - Negotiations

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

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

4.2.2 Released Time - Association Business

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

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

4.2.3 Released Time - Association President

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

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

4.3 Unit Member Information

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

4.4 Availability of Information

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

4.5 Access to Work Sites

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

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

4.6 Representation

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

4.7 New Teacher/Unit Member Orientation

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

4.8 Meeting Dates

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

ARTICLE 5: DUES DEDUCTION

5.1 Dues Deduction

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

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

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

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

5.2 Maintenance of Membership

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

ARTICLE 6: CONCERTED ACTIVITIES

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

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

ARTICLE 7: GRIEVANCE PROCEDURES

7.1 Definitions

7.1.1 A "grievance" is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.

7.1.2 A "grievant" is any unit member in the bargaining unit and thus covered by the terms of this Agreement who claims there has been a misinterpretation, misapplication, or violation of a specific provision of this Agreement.

7.1.3 A "grievance representative" is any person designated by the Association to process grievances and to represent unit members in grievance meetings.

7.1.4 An "administrative representative" is the administrator having jurisdiction over the matter which gave rise to the grievance.

7.1.5 A "day" is 0designated by a teacher workday on the Student/Teacher Calendar.

7.2 General Procedures

7.2.1 Grievance Adjustments

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

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

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

7.2.2 Right to Representation

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

7.2.3 Grievance Format

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

7.2.4 Disposition of Grievance

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

7.2.4.1 Grievance and remedy sustained

7.2.4.2 Grievance conditionally sustained with alternative remedy and its rationale

7.2.4.3 Grievance denied with written rationale

7.2.4.4 Grievance denied in part with written rationale

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

7.2.5 Failure to Meet Time Limits

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

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

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

7.2.6 Release of Witnesses

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

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

7.2.7 Copies of Grievance

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

7.2.8 Format for Meetings

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

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

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

7.2.8.3 Grievant's rebuttal

7.2.8.4 Respondent's rebuttal

7.2.8.5 Discussion

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

7.2.10 Service of Documents

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

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

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

7.3 Grievance Procedures

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

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

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

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

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

7.3.4 Arbitration

7.3.4.1 Submission to Arbitration

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

7.3.4.2 Selection of Arbitrator

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

7.3.4.3 Hearing: Arbitrator's Decision

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

7.3.4.4 Fees and Expenses

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

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

7.3.4.5 Statement of Issues

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

7.3.4.6 Limitations Upon Arbitrator

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

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

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

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

7.3.4.7 Rules of Procedure

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

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

7.4 No Reprisals

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

ARTICLE 8: LEAVES

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

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

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

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

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

8.1 Personal Leaves of Absence Without Pay

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

8.1.1 Health

8.1.2 Maternity, paternity and adoption

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

8.1.4 Child care

8.1.5 Compelling family matters / personal necessity

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

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

8.2 Application for Leave

8.2.1 Leaves Other Than Sabbatical

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

8.3 Notification of Return or Request for Extension

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

8.3.1 District Notification

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

8.3.2 Unit Member Response

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

8.3.3 Return Before Expiration

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

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

8.4 Salary Advancement During Leave

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

8.5 Tragedy Personal Necessity Leave

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

8.6 Parental Leave

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

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

8.7 Industrial Accident and Industrial Illness Leave

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

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

8.7.2.1 The employee has probationary or permanent status.

8.7.2.2 The Superintendent/designee has determined that the illness or injury was directly related to the performance of duties while in the employment of the Anaheim Union High School District.

8.7.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.

8.7.4 Industrial accident and industrial illness leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified in writing by the State Compensation Insurance Fund to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.

8.7.5 Should the unit member's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until he returns to duty, or until illness credits have been used up, whichever is sooner.

8.7.6 During any period a unit member is receiving his regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44984 of the Education Code. Charges to the unit member's leave balances shall be as follows:

8.7.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.

8.7.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of a work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his full salary during the period of his absence. (See Section 44043 of the Education Code.)

8.7.7 A unit member, while receiving industrial accident or industrial illness leave benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

8.7.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when

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

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

8.8 Personal Necessity Leave of Absence

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

Permissible personal necessity use

8.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

8.8.1.1 Accident or serious illness involving his/her personal property or person or property of his/her immediate family.

8.8.1.2 Court appearance as a litigant or as a witness under order.

8.8.1.3 Religious observances

8.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.

8.8.1.5 Becoming a parent by adoption, surrogate, or paternity.

8.8.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

8.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

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

8.9 Verification of Personal Necessity Leave

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

8.10 Sabbatical Leave

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

8.10.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leaves of absence, while not counted as a "year of service," do not constitute a break in consecutive years of service.

8.10.2 A leave may be granted for the following reasons:

8.10.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.

8.10.2.2 Travel - Engage in foreign or domestic travel during each semester.

8.10.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.

8.10.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.

8.10.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District Office location in which service was rendered at the time of making application for leave, subject to Article 9.

8.10.4 A "sabbatical leave committee" composed of certificated employees of the District, shall be appointed by the Superintendent. At least fifty percent (50%)

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

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

8.10.6 The applicant must provide a surety bond.

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

8.10.8 Return From Leave

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

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

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

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

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

8.10.9 Failure to Return or Observe the Sabbatical Leave Plan

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

8.10.10 Sabbatical Leave Timeline

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

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

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

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

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

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

8.11 Sick Leave, Personal Illness and Injury

8.11.1 Annual Sick Leave and Accumulation

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

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

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

8.11.2 Procedures for Taking Sick Leave

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

Sub Caller Procedure:

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

8.11.3 Half-Day Absences

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

8.11.4 Verification of Absence

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

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

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

8.12 Short-Term Personal Leaves Without Pay

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

8.13 Court Appearance

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

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

8.14 Jury Leave

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

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

8.15 Bereavement

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

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

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

8.15.1 Reproductive Loss

The District agrees to grant a request by a unit member to take up to five (5) paid days of reproductive loss leave following a reproductive loss event. "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction as defined in Government Code section 12945.6. Reproductive loss leave may be nonconsecutive and, except as limited by law, shall be completed within three (3) months after the reproductive loss event. If a unit member experiences more than one reproductive loss event within a twelve-month (12-month) period, the amount of reproductive loss leave time shall be limited to no more than twenty (20) days within that twelve-month (12-month) period.

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

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

8.16 Health/Welfare Benefits While on Leave

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

8.17 Revocation of Leave

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

8.18 Employment While on Leave

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

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

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

8.20 Extended Illness Leave

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

8.21 Family Care and Medical Leave

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

8.22 Notification of Sick Leave Accrual

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

8.23 Catastrophic Leave

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

Definitions

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

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

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

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

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

8.23.6 The "Sick Leave Bank Committee" or "Committee" shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME), the Mid-Managers Association, and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.

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

General Provisions

8.23.8 To become an Enrolled Member, a permanent employee must initially donate at least one (1) eligible leave credit to the Sick Leave Bank. Thereafter, an Enrolled Member must donate at least one (1) eligible leave credit to the Sick Leave Bank every year during Open Enrollment unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during

Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.

8.23.9 The Sick Leave Bank is available to all Enrolled Members for use during their work year. Twelve-month employees may apply to use the Sick Leave Bank year-round. All other employees are eligible according to their regular work year.

8.23.10 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible must wait sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.

8.23.11 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).

8.23.12 The maximum amount of time for which donated eligible leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.

8.23.13 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program, either public or private, unless the total benefit is less than 100% of the Enrolled Member's basic salary. Enrolled Members having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

8.23.14 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, income protection plan, or a combination of District income and income protection plan, shall not provide the Enrolled Member with a greater monthly District income/fringe benefit contribution than he or she received prior to the receipt of catastrophic leave.

8.23.15 An Enrolled Member who receives donated eligible leave credits shall use any personal leave credits that he or she continues to accrue on a monthly basis prior to receiving or using additional donated eligible leave credits from the Sick Leave Bank.

8.23.16 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.

8.23.17 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted pursuant to Article 8.23.34.

8.23.18 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.

8.23.19 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations pursuant to Article 8.23.34.

8.23.20 The Enrolled Member must waive any and all claims against the Board, District and its officers and employees arising from the administration of the Catastrophic Leave Program.

8.23.21 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

Donating to the Sick Leave Bank

8.23.22 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.

8.23.23 All transfers of eligible leave credits are irrevocable.

8.23.24 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. In all cases, Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent or designee.

8.23.25 Donations to the Sick Leave Bank are general donations.

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

Utilizing Credits from the Sick Leave Bank

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

8.23.27 The employee must be an Enrolled Member before requesting donated eligible leave credits.

8.23.28 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee.

8.23.29 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.

8.23.30 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.

8.23.31 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.

8.23.32 The Enrolled Member has exhausted all accrued paid leave credits. See also Article 8.23.11.

8.23.33 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Direct Donation

8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

Conditions, Illnesses, and Injuries Not Covered

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

ARTICLE 9: TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Transfer

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

9.1.2 Seniority

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

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

9.1.3 Reassignment

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

9.1.4 Opening

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

9.2 Posting of Openings

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

9.2.2 An opening, for posting purposes, is not created when a permanent or probationary unit member is on a paid or unpaid leave of absence, a one (1) semester opening exists, or when a surplus unit member is available with an appropriate teaching major or minor.

9.2.3 Posting errors shall not be subject to grievance. The error shall be corrected prior to filling the opening.

9.2.4 All unit members who apply for a posted opening/available position shall be given the opportunity to interview.

9.2.5 After a candidate has been selected and has accepted the position, a unit member who requests transfer to an available position and is denied shall be notified in writing of the denial of transfer within five (5) business days.

9.2.6 The filing of a request for transfer is without prejudice. It does not jeopardize a unit member's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been approved.

9.3 Voluntary Transfer

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

9.4 Mutual Exchange of Positions

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

9.5 Involuntary Transfer-Surplus

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

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

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

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

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

9.5.2 Surplus Criteria Point System

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

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

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

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

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

9.5.3 Tie Breaker for Surplus

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

1. Rank by Years of Temporary Service

    a) Persons with three or more years temporary status prior to probationary year
    b) Persons with two years temporary status prior to probationary year
    c) Persons with one year temporary status prior to probationary year

2. Rank by Credential/Authorization

    d) Persons with clear single-subject credential / Level 2 Special Education Credential
    e) Persons with preliminary single-subject credential / Level 1 Special Education Credential
    f) Persons with two (2) or more single subject credentials

3. Rank by Special Authorization/Services

    g) Persons with BCLAD certification authorizing instruction to EL students
    h) Persons with other certifications authorizing instruction to EL students
    i) Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
        - Activities Director (JH or SH)
        - Athletic/Intramural Sports Director
        - Department Chair (JH or SH)

4. Rank by Service in Areas with Extra Service Pay (ESP)

    j) Persons serving in additional areas with Extra Service Pay (total points; one point per ESP; as per Appendix C)

5. Rank by Advanced Certification/Degree

   k) Persons who are National Board Certified Teachers (NBCT)
   l) Persons with a Doctoral Degree
   m) Persons with a Master's Degree

6. Rank by Prior Service to the District

   n) Persons with additional service to the District in a certificated, non-teaching position
   o) Persons with additional service to the District in a non-certificated, paid position

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

9.5.4 Exemptions for Surplus

The Principal may exempt a limited number of key unit members from involuntary transfer. It is understood that in order to apply the exemption, the Principal will demonstrate that such exempted unit members hold a "key assignment" within the school. The Principal has discretion to exempt a maximum of two unit members within a school site considering certain factors listed below.

The Principal may consider the following into the decision to exempt a unit member:

- Coordinator/Director/Advisor of a unique, special event or activity that occurs at the school site.
- Coordinator/Director/High School Head Coach of a high profile or unique program.
- A teacher who is qualified and interested to teach an existing high-level or specialized course that no other teacher at the site is qualified and interested to teach.

The Principal may not consider the following into the decision to exempt a unit member:

- Use of a particular instructional methodology.
- Committee participation or chairmanship.
- Partnership with another teacher (i.e. inclusion, team teaching, job-sharing, etc.)
- Specialized training that does not lead to one of the considerations listed above.

- Assignments that can be filled with other qualified and interested personnel at the site.

The intent of this section is to allow the principal to sustain courses, programs, events and activities at the school site and to avoid its elimination due to the loss of key personnel.

9.5.5 Transferees whose credentials and preparation do not fit existing openings will be assigned to a contract teacher substitute pool until vacancies commensurate with their qualifications occur.

9.5.6 An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer and be advised of the reasons for recommending such transfer. In the event that an administrator cannot meet with the transferee due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the transferee at his/her last known address.

9.6 Involuntary Transfer for Special Education & Itinerant Unit Members

The District and ASTA acknowledge that unit members providing mandated services to students receiving special education must have credentials, training and experiences that are unique and essential in meeting the needs of students. Specialized services provided by itinerant assignments are limited to APE, Speech/Language Pathologists, Visually Impaired and Orthopedic Services or, in exceptional circumstances, RSP teachers at more than two (2) sites. An Itinerant teacher offers services in one of the above categories at more than one site. All Itinerant teachers will be assigned to the SYS for purpose of being departmentalized for Section 9.5 (Involuntary Transfer). If a change to a unit member's assignment will result in a change of work location (adding, eliminating or switching one or more school site) prior to or during the school year, the following process will occur:

1. The District will communicate and/or meet with the unit member to discuss the reason for the change of work location(s), before the change is implemented.

2. If the unit member agrees to the change in work location(s), the change is implemented.

3. If the unit member does not agree to the change of work location(s), other options will be explored and considered, including seeking volunteers.

4. If none of the options are acceptable to the District or the employee(s) involved, the surplus process in Article 9.5.2 will be utilized and will be applied to the employee and any other staff members who may be affected.

9.7 Reassignment Within a School

Reassignments within a school are the responsibility of the principal. The principal shall take into consideration the staffing needs, the curriculum of the school and the credential authorization of the unit members. Prior to making a reassignment, the principal shall discuss the reassignment with the unit member. In the event that an administrator cannot meet with the reassigned unit member due to vacation periods, illness, leaves of absence or other similar reasons, the administrator shall effect this section by placing a certified letter in the United States mail addressed to the unit member at his/her last known address.

No unit member shall be reassigned arbitrarily or capriciously.

Unit members whose assignments will remain the same the following year may, at their discretion, consult with the principal concerning this continuing assignment.

9.8 Superintendent's Transfer

In situations not provided for herein, such power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.9 Transfer - School Closures

Involuntary transfers made during years that schools are closed shall be made as follows:

9.9.1 All unit members subject to involuntary transfer shall be provided with a list of all vacancies in the District.

9.9.2 All staff members shall be provided with the opportunity of listing their first three (3) preferences for vacancies which appear on the list.

9.9.3 The District shall attempt to place all unit members in one of their top three (3) choices. In event of a tie, the decision shall be made at the principal's discretion.

9.10 Rights of First Return

Voluntary and involuntary transferees as a result of surplus pursuant to Article 9.5 shall have the right to return, in the event of a vacancy, to the school from which s/he was transferred within one and one quarter (1-1/4) years. This right includes vacancies which are less than full-time. Unit members who wish to return will be required to initiate a request to return when the vacancy is posted. All Extra Services Pay positions (as outlined in Appendix C) held immediately prior to the transfer shall be returned to the unit member upon return to the school from which he/she was transferred if the unit member returns within one quarter of the transfer and the position(s) remains unfilled.

9.10.1 Return prior to new school year:
If two or more surplused unit members share the right to return to the same school site and request to return prior to the first work day of the new school year following the school year in which the unit members were surplused, the points received and the steps used through the application of the Surplus Criteria Point System and Tie Breaker for Surplus shall determine which unit member has the priority right to return (applies to returns prior to the start of a new school year).

9.10.2 Return after new school year:
If two or more surplused unit members share the right to return to the same school site and request to return anytime beginning with the first work day of the new school year following the school year in which the unit members were surplused, the unit member with the greatest District seniority shall be allowed to return (applies to returns after the start of a new school year). If both unit members have the same seniority date, the criteria for Tie Breaker for Surplus shall be utilized per Article 9.5.3.

9.11 Preparation Day

Whenever a unit member is to be transferred during any period of time other than the first (1st) day of the work year, said unit member shall be given a minimum of one (1) day without pupils in order to adequately relocate and prepare. In cases where unit members are moving from one site to another, upon request, the District shall assist them in moving materials.

In addition to any day(s) without pupils provided under Article 9.11, unit members transferred during any period of time other than the first (1st) day of the work year shall be compensated at the Hourly Rate for up to six (6) hours worked outside the teacher workday.

9.12 Notification of Transfer and/or Reassignment

Whenever practicable, the District shall:

9.12.1 Minimize involuntary transfers and/or reassignments during times other than in the spring of a school year, to be effective at the commencement of the next school year.

9.12.2 Notify unit members of reassignment or transfer ten days prior to the end of the academic school year.

9.13 Layoff and Tie-Breaking Criteria

Upon request, the District will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiation. Specifically excluded from this requirement shall be the decision

itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.

9.13.1 Beginning in the 2017-2018 school year, the following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event that all certificated employees with the same seniority date are not terminated. These criteria meet the particular needs of the District at the present time:

1. Rank by Years of Temporary Service

    a. Persons with three or more years temporary status prior to probationary year
    b. Persons with two years temporary status prior to probationary year
    c. Persons with one year temporary status prior to probationary year

2. Rank by Credential/Authorization

    a. Persons with clear single-subject credential / Level 2 Special Education Credential.
    b. Persons with preliminary single-subject credential / Level 1 Special Education Credential
    c. Persons with two (2) or more single subject credentials

3. Rank by Special Authorization/Services

    a. Persons with BCLAD certification authorizing instruction to EL students
    b. Persons with other certifications authorizing instruction to EL students
    c. Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:

        - Activities Director (JH or SH)
        - Athletic/Intramural Sports Director
        - Department Chair (JH or SH)

4. Rank by Service in Areas with Extra Service Pay (ESP)

    a. Persons serving in additional areas with Extra Service Pay (total points; one point per ESP; as per Appendix C)

5. Rank by Advanced Certification/Degree

    a. Persons who are National Board Certified Teachers (NBCT)
    b. Persons with a Doctoral Degree

c. Persons with a Master's Degree

6. Rank by Prior Service to the District

    a. Persons with additional service to the District in a certificated, non-teaching position
    b. Persons with additional service to the District in a non-certificated, paid position

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

ARTICLE 10: HOURS OF EMPLOYMENT

10.1 Work Year

The work year for certificated employees shall be 185 days. The Student/Teacher Calendar for each year shall be incorporated herein as Appendix A.

10.1.1 Professional Learning Days

Three (3) days are devoted to professional learning activities. Unit members at each site shall be actively involved in planning the professional learning activities throughout the school year. The District and ASTA agree that professional learning days provide a valuable opportunity for school communities to collaboratively and collectively build capacity around educational issues needed for all staff to deliver a quality educational program for all students.

Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.8.4. Unit members will also be required to participate in a make-up session that is of the same nature and quality to recoup the lost learning opportunity.

10.1.2 Teacher Days/Classroom Preparation

The first two (2) Teacher Days shall be divided into two separate, uninterrupted one-half days (3.25 hour blocks each) in order for teachers to prepare their classrooms prior to the start of the first Student Day of the new school year. One block of time on each of these days shall be devoted to classroom preparation and the other block of time shall be devoted to professional learning activities. Classroom preparation time shall not include the unit member's duty-free lunch.

The last day of the work year shall be a Teacher Day and shall not include professional learning activities.

10.2 Workday

The workday for unit members shall begin at least thirty (30) minutes before the beginning of the students' normal instructional day and continue for a reasonable length of time after the close of the students' regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs. These modifications may not be of a permanent and/or continuing nature.

10.3 Adjunct Duties

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

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

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

10.4 Supervision Duties/Community Engagement Activities

Unit members may be assigned supervision and/or community engagement duties during the regular instructional year such as campus supervision and performances, school tutoring programs, athletic events, dances, and detention that occur outside of the regular instructional day. Community engagement activities may include parent and family events, school performances, student competitions and presentations that occur outside of the regular instructional day. Each supervision duty shall be a minimum of 30 minutes in duration. Each community engagement activity shall be a minimum of two (2) hours in duration. Additional time performed by the unit member during the same community engagement activity shall be applied in one (1) hour increments.

The preliminary supervision duty categories shall be determined and posted at the site before the end of the preceding instructional year. Sign-ups shall occur at the beginning of the teacher work year.

The District shall assign such duties equitably among site unit members based upon choices indicated by the unit members. In no case shall unit members be assigned more than six (6) hours of supervision/community engagement duty annually.

10.5 Preparation Time

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

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

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

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

release days per school year for individualized education program-related responsibilities.

10.6 Class Coverage

Unit members shall be compensated for class coverage. Unit members shall not be required to cover more than one class per day during non-instructional time. Special Education unit members shall not be required to cover classes during their scheduled monitoring period or co-teaching periods. Class coverage lasting less than the full period shall count as full class coverage for purposes of counting the number of class coverage periods.

10.6.1 Records of class coverage which include the teacher's signature shall be kept by the principal or designee and readily available for inspection by any affected unit member regularly assigned to that school site. Every effort will be made to assign class coverage in an equitable manner.

10.6.2 Day-to-day substitutes will be used for class coverage prior to requiring a teacher to provide class coverage.

10.6.3 Bargaining unit members shall be compensated one hour's pay for each non-block schedule class coverage, or portion thereof as follows: less than 15 minutes will be compensated as ¼ hour at the Hourly Rate of pay, 15 minutes to half of the class period as ½ hour at the Hourly Rate of pay and more than half the period as one hour at the Hourly Rate of pay.

Class coverage on a block schedule shall be compensated at 1.5 hours pay for each class coverage, or portion thereof as follows: less than one-half hour at ½ hour at the Hourly Rate of pay, one-half hour to one hour of coverage at 1 hour at the Hourly Rate of pay, and over 1 hour at 1 ½ hours at the Hourly Rate of pay.

10.6.4 Class coverage for any bargaining unit member shall not be required for two consecutive days without the bargaining unit members' consent.

10.7 Lunch Period

Each unit member shall receive a daily duty free lunch period of at least thirty (30) minutes exclusive of a five (5) minute passing period.

10.8 Teacher Assignments

In the preparation of teaching assignments, the District agrees to the following:

10.8.1 Unit members shall make their teaching preferences known to the administrator through the department chairperson prior to the development of the master schedule. The department chairperson shall lead a collaborative process with the unit members of the department regarding the development of the master

schedule. Administrators shall consult with department chairpersons prior to initiating the development of the master schedule. A unit member shall retain the right to consult with the administrator regarding his/her assignment.

10.8.2 Three (3) working days prior to the close of the school year the principal or designee shall notify all staff members of their tentative assignments by class periods for the ensuing school year. Changes made subsequent to this notification may be made after the principal/designee has directly consulted by phone or given the unit member five (5) days' notice by certified mail to the last known address of the unit member, of the unit member's opportunity to consult regarding the proposed changes. If inclusion becomes part of an assignment or is removed as part of an assignment, it shall be considered a change and shall require such notice. Failure to respond to the mailed notice shall be deemed a waiver, by the unit member, of such consultation rights.

10.9 Substitute Coverage

Except in an emergency, when substitutes are available they will be hired to replace any teacher when it is known in advance that s/he will be absent from his/her assignment for more than two (2) periods.

10.10 Course Preparation

Both parties recognize that the additional workload created by three or more course preparations may reduce the effectiveness of a teacher. It is therefore agreed that the administration will make a reasonable attempt to limit the number of course preparations assigned to each teacher to two (2) course preparations per semester. The administration will consider all reasonable alternatives to ensure that the number of course preparations is equitable throughout each department and throughout the school.

10.10.1 A course preparation is defined as any situation in which the teacher must specifically prepare lessons, tests, or other activities for any class or block having a different course title, course number, or having different identified ability levels within a course title. "Different identified ability levels" does not refer to the normal diversity of academic abilities found in a regular classroom but rather to an individual or group that is designated by the school as requiring special accommodations. RSP teachers who are assigned to inclusion classes for the purpose of planning for and participating in instruction with more than one regular education teacher shall be recognized as having one course preparation for each teacher to which they are assigned. Cambridge Virtual Academy (CVA) and eLearning courses shall be defined as unique course preparations.

10.10.2 In the case that a teacher may need to be assigned more than two (2) course preparations, the school administration will consider all reasonable alternatives to alleviate the additional responsibility being placed on the teacher and make a reasonable attempt to remedy any departmental inequities that may be created by the assignment of an additional course preparation.

10.10.3 If it has been determined that, in the best interest of the school, it is necessary to assign a teacher more than two course preparations, the teacher may request a meeting with the administrator no later than five (5) workdays from receipt of verifiable notice of the assignment. At this meeting the administrator will consider the teacher's input and provide written rationale for the assignment.

10.10.4 Unit members may request a meeting with the administration during the summer if they are notified after the end of the school year that their teaching schedule will contain more than two course preparations. It is understood that requesting a meeting during the summer is optional for the unit member. If the unit member chooses not to schedule a meeting, the timeline for the request begins the first workday of the new school year.

10.10.5 If the teacher is not satisfied that all options have been fully explored at the school site, the teacher may file an appeal with the Superintendent's designee no later than five (5) workdays from the receipt of the written rationale or five (5) workdays from the first day of the work year for changes that may have occurred over the summer. The Superintendent's designee will respond to the appeal within five (5) workdays.

10.11 Instructional Day

If the number of instructional minutes for a particular school allows, and upon request of a principal and a majority of the faculty, the District shall grant an additional minimum day at the end of each semester for testing, grading, and other record keeping purposes.

10.12 Professional Attire

The Association and the District agree that in order to enhance a positive school culture, certificated staff should be professionally dressed while on duty and adhere to the following guidelines:

10.12.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.

10.12.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

10.12.3 Physical Education teachers or unit members assigned to teach in classrooms without air conditioning may be permitted to wear shorts while on duty.

10.12.4 Certificated bargaining unit members may wear jeans that are free of holes, tears, or other signs of wear.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

10.13 Minimum Day

The District shall schedule one (1) student minimum day to be held on the same day that either an Open House or Back-to-School Night event is held at each site designated as a junior high. The minimum day shall be determined by the site administrator with input from the site unit members.

10.14 Traveling Teachers

Unit members required to travel to different classrooms during the school day will be provided an adequate work and storage space during the conference/prep period and shall be assigned a curriculum-appropriate classroom when one becomes available. Priority for assignment to a classroom will be given to the unit member(s) who has/have been traveling for the greatest length of time. Unit members required to travel between work sites during the workday shall be provided a travel period (separate from a duty-free lunch and a daily conference period), subject to administrator approval on a case-by-case basis.

10.15 Loss of Classroom

An attempt shall be made to accommodate room assignments so that a unit member does not lose the use of their assigned classroom during their conference period for more than two (2) consecutive school years.

ARTICLE 11: CLASS SIZE

The principal or designee may consult with members of the staff during the process of assigning pupils to classes. The Board of Trustees will annually review the staffing procedures used within the District. The District and ASTA shall meet annually prior to the start of the second semester to discuss the staffing procedures to be used for the upcoming school year.

11.1 Maintain Patterns

The Board will continue its effort to maintain staffing patterns that will avoid state penalties.

11.2 Grade Levels and Instructional Areas

It is recognized that class sizes at various grade levels and in different instructional areas cannot be identical.

11.3 Group Flexibility

The Board recognizes the advantages of instructional groupings different from the historically standard classrooms; e.g., large group instruction, cooperative teaching teams, multi-age groupings, or low enrollment classes for specially funded projects and the Board shall be allowed the flexibility to utilize such groupings.

11.4 Best Interests

The Board shall promote class size which is within the best interests of the students concerned.

11.5 Scheduling

By no later than the end of the first semester, the principal or designee shall annually communicate to staff members the site master schedule processes and timelines for the upcoming school year.

By no later than March 31st, the principal or designee shall communicate to staff members the District staffing projection for the upcoming school year.

By no later than April 15th, the principal or designee shall communicate to staff members the current draft of the upcoming school year's master schedule, including tentative teacher assignments.

By no later than three (3) working days prior to the close of the school year, the principal or designee shall communicate to staff members the current draft of the upcoming school year's site master schedule, including tentative teacher assignments by class periods.

The Board agrees that it shall not arbitrarily or capriciously schedule abnormally or unreasonably large classes within the District. Every attempt shall be made to adjust class sizes to ensure that unit members share the teaching load.

11.6 Complaints and Monitoring

A unit member may request a consultation with the principal to discuss alternatives to alleviate large class sizes. If a unit member has a class size complaint which has not been resolved by the principal within twenty (20) school days of the start of a semester, the unit member may appeal to the Assistant Superintendent, Human Resources. The Assistant Superintendent, Human Resources will review the complaint and within five (5) days of receipt of the complaint will either deny the complaint or make a recommendation to the Superintendent for resolution of the complaint. The Assistant Superintendent, Human Resources shall provide the unit member with a written rationale for his/her decision by the end of the five (5) day review period.

The District will continue to monitor and require justification by the site administrator for exceedingly large classes, and will request the results of any teacher consultation(s) resulting from large class sizes.

11.7 Additional Staffing

The District will authorize additional staffing to sites based upon verification of growth of enrollment by site. This additional staffing will reflect the current teacher/student ratio as established annually by the District. The District shall email daily the total enrollment in the school and enrollment in each class and the total number of teachers included in the staffing ratio on each of the first 20 days of the school year and on each of the first five (5) days of the second semester. Whenever the school is authorized to hire additional teachers due to growth in enrollment, the site administration shall email such information.

11.8 Student/Teacher Ratio

Teacher unit members who do not teach a full regular instructional day shall be proportionally counted in the student/teacher ratio for that site.

11.9 Student Load

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

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

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

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

11.9.1 Physical Education

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

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

11.9.2 Special Education

The caseload and/or workload maximum for Special Education shall be as follows:

RSP	28 maximum
M/M	18 maximum
ED	12 maximum
LHS	16 adults, 16 high school, 12 junior high maximum
SH	13 adults, 12 high school, 12 junior high maximum
SH-Hope	12 caseload maximum
Autism	11 maximum
SLP	70 workload maximum
Nurse	10,000 caseload maximum

If the caseload and/or workload maximum cannot be met, the District and ASTA will meet to review the caseload and/or workload to determine reasonable options.

11.9.2.1 Speech Language Pathologist (SLP) Workload Model

Speech Language Pathologists and the District shall utilize the digital version of the "Workload Form for Allocation of Support" (see Appendix M) to determine their assigned workload for the current school year.

Frequency of Workload Form Completion

Within twenty (20) days of the beginning of the school year, all SLPs shall complete and submit the Form to Special Youth Services (SYS). Within twenty-five (25) days of the beginning of the school year, the District shall analyze the results and share the findings with ASTA.

Within five (5) days after the start of the second semester, unit members shall complete the digital form and share with SYS. Within ten (10) days of the second semester, SYS will share the findings with ASTA.

In the event that a unit member's workload increases at times not listed above, the unit member may resubmit the Form to the Director of SYS. Within five (5) days of receipt, the Director of SYS shall meet with the unit member to determine reasonable options.

11.9.3 Specialized Sites or Programs

Effective 2015-16, caseloads for these Special Sites/Programs shall be as follows:

Gilbert/Continuation	120 student load maximum*
Community Day School	75 student load maximum
Polaris/Independent Learning Center	36 caseload maximum
Hope School	10 school wide caseload average

If the maximum/average cannot be met, the District and ASTA will meet to determine reasonable options.

If a new program or delivery model is created within the alternative education program, this language does not apply and the District and ASTA agree to meet and negotiate to determine reasonable maximums.

11.9.4 All maximums in this article shall be adjusted on a pro-rata basis for bargaining unit members who teach an additional period per Article 14.8, part-time, or a split-subject assignment.

11.9.5 For student load maximums identified in Articles 11.9 and 11.9.1 only, maximums may be exceeded by mutual agreement of the District and the bargaining unit member.

11.9.5.1 The mutual agreement shall be documented in writing and include the following: (1) effective date of the agreement; (2) the total number of additional students agreed to beyond the applicable maximum; (3) the applicable time period of the agreement (not to exceed one school year); (4) unit member name and signature; and (5) administrator name signature. (See Appendix J)

ARTICLE 12: EVALUATION PROCEDURES

The District and the Association agree that an effective evaluation system recognizes the complexities of teaching and student learning, while focusing on continuous improvement of the evaluatee's teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection. Informal observations shall be utilized in the evaluation process for all evaluation options.

Procedures

12.1 Evaluator

The principal or designated administrative representative shall conduct the evaluation. However, the unit member shall have the right to request an alternate evaluator. Such request shall be made in writing to the principal or immediate supervisor. Should the request be denied, the rationale shall also be submitted in writing to the unit member. All evaluators must have appropriate training and regular calibration in all evaluation procedures and instruments.

12.2 Tiered Evaluation

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three-tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Informal observation shall be utilized in the evaluation process for all evaluation options. Accordingly, the evaluation process shall be comprised of the three following tiers:

Tier One – The Tier One Teacher is a unit member who has completed less than ten (10) years certificated service serving in a position established by Article 2.1.1 in the District, or less than eight (8) years in permanent status in the District, and has had satisfactory evaluations. The frequency of evaluation shall be as follows: (1) Non-permanent unit members shall be evaluated every year; and (2) Permanent unit members shall be evaluated every other year until they achieve Tier Two Teacher status as defined below.

Tier Two - A Tier Two Teacher is a permanent teacher who has ten years teaching experience in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years. The Tier Two evaluation is an introspective instrument that requires evaluatees to reflect on their successes and share their expertise with other Unit Members.

A Tier Two Teacher may select to be evaluated using the Project and Reflective Essay option or the Tier One Evaluation Process (formal observation).

Improving Teacher – The Improving Teacher has received an unsatisfactory evaluation in the previous year based on the Tier One or Tier Two evaluation process, has been referred to Peer Assistance Review (PAR), and has developed a remediation plan with the evaluator and the PAR consulting teacher. has a remediation plan in effect, and has been referred to PAR. An Improving Teacher shall have a minimum of three observations during the evaluation/remediation period conducted by their evaluator.

12.3 Goals and Objectives (California Standards of the Teaching Profession – CSTP)

The following (CSTP) Goals and Objectives shall be the basis of all evaluations regardless of the tier or level used in each individual evaluation.

12.3.1 Engaging and Supporting Students in Learning
Teachers learn about their students' interests in order to better engage them in the learning process. They connect subject matter to students' prior knowledge, backgrounds, and life experiences, as well as meaningful, real-life situations. Teachers will use a variety of instructional strategies, resources and technologies to meet the diverse learning needs of students. In addition, teachers will promote critical-thinking skills through the use of inquiry, problem-solving, reflection, and utilize frequent formative assessments to guide their instruction.

12.3.2 Creating and Maintaining Effective Environments for Student Learning.
Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. They use instructional time to optimize learning.

12.3.3 Understanding and Organizing Subject Matter for Student Learning
Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide equitable access to the content.

12.3.4 Planning Instruction and Designing Learning Experiences for Students
Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

12.3.5 Assessing Students for Learning
Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

12.3.6 Developing as a Professional Educator
Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

The District and the Association agree that the evaluator may not observe all (or even a majority of) the descriptors of the six goals and objectives listed above in an observation session.

12.4 Frequency of Evaluation

All non-permanent Tier One unit members shall be evaluated every year. Permanent unit members shall be evaluated every other year until reaching Tier Two status. As provided herein, Tier Two Teachers shall be evaluated every five years if they meet the requirements of state and federal laws.

Should the evaluator determine that, because of observed and documented deficiencies in meeting the District's Goals and Objectives outlined herein, a Tier One or Two Teacher requires a more formal evaluation; the evaluator shall notify the teacher at least two weeks before the end of the school year. Or, if the teacher is being evaluated, the evaluator shall give an unsatisfactory evaluation which will bring about an Improving Teacher evaluation

in the subsequent year. Such deficiencies shall only be related to the Goals and Objectives found in this article.

In the event an evaluatee believes the above administrative decision is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the evaluatee may appeal the final evaluation, by providing specific information and data to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

12.5 Preliminary Evaluation Conference

The evaluator shall conduct a Preliminary Evaluation Conference with each evaluatee prior to the commencement of the formal evaluation. The purpose of the Preliminary Evaluation Conference is to allow both the evaluator and unit member to review the evaluation process, including the Goals and Objectives, and discuss examples of expected performance. The goal of this process is to reach an understanding regarding the expectations for the observation. Evaluation Worksheet for both the Formal Observation and the Project-Reflective Essay options (Appendix E) will be given to Evaluatees at the time of the Preliminary Evaluation Conference.

12.6 Informal Observations

Informal observations shall be utilized in the evaluation process for all evaluation options. In most instances, these observations shall be approximately (15) minutes in length. However, at the discretion of the evaluator, the timeframe may be extended. There shall be no more than two (2) informal observations prior to a formal observation. Within ten (10) school days of the observation, the Informal Observation shall be shared with the evaluatee. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and the evaluatee. A violation of any of the parameters set forth in this section shall not invalidate the inclusion of the Informal Observation as part of the evaluation process.

12.7 Scheduling of the Formal Observation and Pre-Observation Conference

The evaluator and the evaluatee will schedule the pre-observation conference and the [first] observation date and time at least 10 days prior to the observation. By mutual agreement, the scheduling may be done less than 10 days prior to the observation.

Additional observations will be scheduled at least 5 days in advance or less by mutual agreement. A pre-observation conference is not required for additional observations during the school year.

12.8 Pre-Observation Conference for the Formal Observation

A pre-observation conference shall be held between the evaluator and the evaluatee no less than five days (or less than five days by mutual agreement) before the first scheduled

observation. The purpose of this meeting is to discuss and review the evaluation process for the initial scheduled observation period. The reflection/discussion questions (described infra) for the post-observation conference will be distributed to the evaluatee at this time. A discussion for clarification of the reflection questions may take place.

12.9 Formal Observations and Post Observation Conference

The unit member to be evaluated shall be observed for one period per observation in accordance with the evaluation calendar. Within ten (10) school days of the observation, the Observation Form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the report. All comments on the report must be factual and objective. The time limits may be extended by mutual agreement of the evaluator and evaluatee.

12.10 Project and Reflective Essay

A Tier Two teacher may select to be evaluated using the Project and Reflective Essay option in lieu of using the formal observation process. The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the (CSTP) Goals and Objectives. Examples of such projects may include, but are not limited to, one of the following: (1) leading or participating in a professional development activity; (2) mentor/collaborate with another teacher; (3) an educational research paper/book report on an educational topic; (4) a study or project using data from the evaluatee's class(es); (5) a project within a staff leadership position that has relevance to the educational goals of the school; or (6) a case study focusing on the evaluatee's students.

The evaluatee will also submit a reflective, self-assessment essay that includes an explanation of how the project could be applied in the classroom. This essay should also contain a reflection on strengths and areas of growth as related to the teacher's own practice and shall be aligned to the (CSTP) Goals and Objectives.

Informal observations shall be utilized in the Project and Reflective Essay option.

12.11 Evaluation Forms

All evaluation/observation forms are appended to this agreement. The administration at individual school sites shall not create any additional forms or handouts or require other supplementary materials to be completed by the evaluatee. The evaluatee has the right to attach a rebuttal reflecting their objection(s) to any aspect of any observation report or final evaluation. Such rebuttals shall be submitted within five (5) working days after the evaluatee has received the observation report or final evaluation. Each rebuttal becomes part of the form to which it is attached.

12.12 Evaluation Calendar

12.12.1 Formal Observation Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and evaluatee and cannot to be altered or extended with the exception of what is noted in sections 12.6, 12.7 and 12.8.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system, processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Observation is Scheduled (at least ten days prior to the selected date or less by mutual agreement). Observation shall not be rescheduled except in cases of unplanned, unforeseen, or unscheduled events or circumstances. In the event of a cancellation, the observation shall be rescheduled following the procedures above.

At Least Ten Work Days (or less by mutual agreement) Before the Classroom Observation -- The Pre-Observation Conference and observation date and time will be scheduled by mutual agreement of the evaluator and evaluatee. The reflective questions referenced in 12.7 and contained in Appendix E-6 will be presented at this time.

Post-Observation Conference shall occur within ten days of the observation to discuss the completed Observation Form.

Prior to the end of the first quarter, at least one formal observation shall be completed for all probationary unit members.

Prior to the end of the third quarter, at least one formal observation shall be completed for all permanent unit members. At least two formal observations shall be completed for all probationary employees.

Prior to the end of the third quarter all formal observations shall be completed. However, if a unit member has received a needs to improve or unsatisfactory on a formal observation additional observations may be scheduled during the fourth quarter.

Beginning the fourth quarter and not later than 30 calendar days prior to the end of the school year – A final evaluation shall be completed and provided to the evaluatee.

12.12.2 Project and Reflective Essay Calendar

All deadlines contained in the Evaluation Calendar shall be strictly adhered to by the evaluator and the evaluatee.

Prior to the End of the 17th workday according to the Student/Teacher Calendar a Preliminary Evaluation Conference(s) shall be held wherein the evaluation system processes, and forms (including the reflective questions and the Evaluation Worksheets) shall be explained to the unit members scheduled to be evaluated.

Pre-project Development Conference shall be held individually– at this time the evaluator and evaluatee will discuss the Project. The Tier Two Project Development Form and Tier Two Project and Reflective Essay Final Evaluation Worksheet shall be discussed and shared with the evaluatee (Appendix E-4, E-5).

Prior to the end of the First Quarter– the evaluatee and evaluator shall agree on a project. In the event that the evaluatee and evaluator cannot reach agreement on the project, the unit member shall attempt to resolve the matter directly with the evaluator. If a resolution is unable to be reached, the unit member may appeal to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and is not grievable under Article 7 of the collective bargaining agreement.

Prior to the End of the Third Quarter – The Project will be completed and the Reflective Essay will be submitted to the Evaluator.

Beginning the Fourth Quarter and not later than 30 calendar days prior to the end of the school year – A Final Evaluation shall be completed and provided to the evaluatee.

12.13 Constraints

If in the opinion of the site administrator a serious complaint has been lodged against an individual teacher by an employee or non-employee, the teacher shall be notified within a reasonable amount of time and, when practicable, before any students are questioned. Complaints not reported to the teacher, and not investigated, shall not be utilized in the evaluation or subsequent disciplinary action. In addition, progressive discipline may be included in the teacher evaluation process.

No final evaluation shall be based on the results of any standardized test information.

Although unit members may be observed in multiple disciplines, no unit member shall be evaluated in more than one (1) discipline unless the evaluator and evaluatee agree otherwise.

Whenever the District identifies problem areas in a unit member's performance, the District shall provide advance notice that corrective action is necessary. In the event a unit member believes that this did not occur, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent shall be final and no party of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

All information and data used in the evaluation process shall be utilized with the complete knowledge and disclosure to the evaluatee. Student comments or interviews shall not be included in any evaluation.

The use of any electronic listening or recording device in any classroom without the prior consent of the unit member and principal of the school is strictly prohibited.

12.14 Academic Freedom Pertaining to Methodology and Curriculum

Professional discretion shall be guaranteed to unit members in order to create an academic atmosphere in the classroom as follows: (1) a unit member selects the instructional methodology s/he uses in teaching the standards (as long as s/he continues to receive satisfactory evaluations); (2) students and teachers are permitted to raise questions dealing with critical and controversial issues of the day pertaining to the curriculum, per Board Policy 71402; and (3) unit members maintain a classroom atmosphere conducive to the study, investigation, presentation and interpretation of facts. Unit members must teach curriculum standards as adopted by the State. For courses without adopted State Standards, unit members will teach the District-approved course of study.

12.15 Appeal Process

In the event a unit member believes the content of the final evaluation is unsubstantiated, the unit member shall attempt to resolve the matter directly with the evaluator and/or principal. If a resolution is unable to be reached, the unit member may appeal the final evaluation, providing specific information/data, to the Assistant Superintendent, Human Resources. The decision of the Assistant Superintendent is final and no part of the evaluation content is grievable under Article 7 of the collective bargaining agreement.

ARTICLE 13: SAFETY CONDITIONS

13.1 Safe Working Conditions

The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District. Unit members will practice safe procedures and practices. Should the District determine that an unsafe condition exists, unit members affected by that condition shall be advised and provided methods and operating procedures until the condition is corrected.

13.2 Unsafe Conditions

13.2.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe site facility conditions will report said conditions to the immediate supervisor on the appropriate form (See Appendix ___ *). The District will respond to the unit member with a copy of the work order within five (5) days.

Note: The parties agreed to adapt the 2024-25 Katella High School Work Order Requisition Form in an electronic format.

13.2.2 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor as soon as possible.

13.2.2.1 As defined in Penal Code Section 240, an assault is an unlawful attempt, coupled with present ability, to commit a violent injury on the person of another.

13.2.2.2 As defined in Penal Code Section 242, a battery is any willful and unlawful use of force or violence upon the person of another.

13.2.3 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include the unit member and any administrator having knowledge of said incident reporting such incident to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

13.2.3.1 In the event of a physical attack directed towards a unit member, the site administrator will take reasonable steps under the circumstances to secure immediate first aid and/or medical treatment for any injury resulting from the attack.

13.2.3.2 The unit member shall submit a written report regarding the incident to the site administrator within no more than two (2) work

days following the incident. The unit member shall utilize the Staff Protection Incident Report located in Appendix . The site administrator shall conduct a reasonable investigation of the incident taking into consideration the initial notification and any written report from the unit member. Following the investigation, the site administrator shall notify the unit member and Assistant Superintendent, Human Resources (or Director, Human Resources) of the investigation's outcome.

Note: The parties agreed to use the Staff Protection Incident Report found in current Board Policy 6205.01.

13.3 District Support and Assistance

The District shall give all reasonable support and assistance to unit members as they attempt to maintain an atmosphere conducive to appropriate discipline on school grounds and in the classroom. Such support shall include:

13.3.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's classroom, the unit member may inform the principal/designee who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If necessary, the principal/designee may arrange for an appropriate specialist to attend the meeting.

13.3.2 Class Suspension by Unit Members

Within the first two (2) days of the work year, site administrators will review with unit members their rights and responsibilities regarding student discipline and class suspension, including suspension forms and grounds for suspension. Unit members may consult District policy (8700-8708) and Education Code provisions (48900-48905, 48910) online at www.auhsd.us and leginfo.legislature.ca.gov.

13.3.2.1 A unit member may suspend a student from his/her class for the day of the suspension and the day following for any of the following actions:

(a) Caused, attempted to cause, or threatened to cause physical injury to another person;

(b) Caused or attempted to cause damage to school property or private property;

(c) Disrupted school activities or otherwise willfully defied the valid authority of the teacher; or

(d) Any other infraction as enumerated in Education Code 48900.

13.3.2.2 The teacher shall immediately report the suspension to the principal, or designee, and send the student to the principal, or designee, for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. An administrator will attend the conference if either parent or teacher so requests.

13.3.2.3 A student suspended by a teacher shall not be placed in another teacher's classroom for that designated period of class suspension.

13.3.2.4 If steps outlined above are taken with respect to a student, and the behavioral problem continues to exist, the teacher and the principal/designee shall continue, in a cooperative fashion, to discuss and attempt to identify and implement a resolution to the problem.

13.4 Reimbursement for Personal Property Loss and/or Damage

13.4.1 The Board of Trustees will authorize payment of the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the unit member.

Covered items are:

13.4.1.1 Prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee

13.4.1.2 Vehicles

13.4.1.3 Other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee appointed by him/her for this purpose, at the time the approval for its use was given.

13.4.2 The following items are excluded from coverage under this article:

13.4.2.1 Vehicle collision (including hit and run incidents)

13.4.2.2 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the unit member are not included unless approved by the District in item 13.4.1.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle

13.4.2.3 Purses or wallets, or the contents thereof (credit cards, cash, etc.)

13.4.2.4 Cash, credit cards, or other cash equivalent items.

13.4.3 The maximum payment of any one claim is $1,500 or actual cost whichever is less in the case of vehicles and $1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the supervisor, and if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Office of the District and should be forwarded through the principal or supervisor to the Business Office when completed.

13.4.4 To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

13.5 Use of Force

Unit members may take necessary action in the performance of their duties to insure the safety of themselves and/or others or when necessary for the defense of themselves and/or others.

13.6 School Discipline Committee/ District Student Discipline Task Force

A School Discipline Committee shall be established on each campus. The committee shall include four (4) unit members selected by the unit members at the school and one (1) administrator. The committee may also include one (1) counselor, two (2) parents, and students.

The District and Association are committed to implementing the Student Discipline Taskforce Recommendations & Best Practices, recognizing that they may change over time. The Student Discipline Task Force Recommendations & Best Practices shall be shared with the entire faculty during the first two professional learning days of the school year. In addition, each campus shall share its site discipline protocols and procedures. Concerns and challenges with implementation and fidelity to the processes and expectations set forth in the Recommendations & Best Practices will be communicated with the administrators and unit members serving on the site Discipline Committee. The School Discipline Committee shall review, study, and propose modifications to the site's protocols and procedures to site administration throughout the school year.

The District Student Discipline Task Force shall receive and review all sites' proposed modifications to protocols and procedures. The District shall post every site's discipline policies and procedures each year to facilitate an understanding of best practices across the District.

13.7 Behavioral Problems

Once an administrator has been notified that a student has exhibited violent behavior, made threats against employees, or was in possession of weapons, the site administrator shall strive to notify all of the student's teachers within two (2) work days but by no later than five (5) work days. The principal/designee shall arrange an optional conference with the student's teachers within five (5) days to discuss all reasonable support and assistance and to decide upon appropriate next steps. The teacher(s) may inspect any non-confidential records of the student which are in the possession of the District. Threats of personal harm or property damage shall be handled in the manner prescribed by law.

13.8 Health Related Procedures

It is understood by the parties that there may be situations which require that certain health-related procedures be administered in order to protect the health of students. Unit members shall not be required to perform such procedures unless and until the unit member is trained to do so.

13.9 Emergencies/Disaster Procedures

13.9.1 The District shall provide each teacher with the ability to communicate with the administration in emergency situations. The District will provide each classroom with a method of communication, preferably a telephone. The District shall ensure that through the State modernization process, each classroom shall be equipped with a telephone with access to an outside line.

13.9.2 Within the first thirty (30) days of the school year, site administrators will distribute to and review with unit members procedures to be followed in the event of a disaster or emergency.

13.10 Site Safety Committee

A Site Safety Committee, comprised of representatives of all staff, will be established on each campus. The purpose of the safety committee will be to consider the concerns of staff relative to safety on campus.

13.11 Adult Supervision

In curricular and extra-curricular situations where transportation is required, the District shall provide adult supervision in order that no group of students is transported in any conveyance without such adult supervision.

13.12 Relocation

Upon request, unit members who are required to relocate their classrooms shall be entitled to custodial assistance to move their materials and furniture.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Teachers

2023-24 Teachers' Salary

Effective August 7, 2023, the 2022-2023 Teachers' Salary Schedule B shall be increased by 4.5% and is hereby incorporated into the Agreement as Appendix B.

In the event another District employee unit receives an increase on its salary schedule(s) greater than 4.5% for the 2023-2024 school year, the District or ASTA may request, and the other party will agree, to re-open negotiations on salary for 2023-2024.

14.2 Salary - Extra-Service Pay

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

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

Extra-Service Pay shall be expressed as a percent of Column II, Step 1 of the 2023-24 Teachers Salary Schedule (Appendix B) and the amount will increase as the Teachers Salary Schedule increases.

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

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

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

- Advancement via Individual Determination (AVID) Program
- Career and Technical Education Program (CTE) (including Business, Home Economics and Careers Technology, Industrial Technology Education)
- English (including Reading)
- English Learner (EL) Program
- Library Teacher
- Math

- Physical Education (including Health)
- Science
- Social Science
- Visual and Performing Arts (VAPA) (including Art/Photo, Choral Music, Dance, Instrumental Music, Theatre/Drama)
- World Languages

In order to promote and increase professional growth and leadership development opportunities, department chairperson positions shall be for a term of five years. For purposes of implementation, the 2022-2023 school year shall be considered Year 3 of the initial five-year term. Incumbent department chairpersons may reapply at the end of the term.

The District will provide paid after-school training to new department chairs.

14.2.4 Effective with the 2002-2003 school year, and concluding at the end of the 2014-15 school year, the number of Special Education Department Chairpersons at each site shall be reduced by attrition to:

One (1) RSP Special Education Department Chairperson,

One (1) Mild to Moderate Special Education Department Chairperson, and

One (1) Moderate to Severe Special Education Department Chairperson.

Unit members who serve as Special Education Department Chairpersons during the 2001-2002 school year shall continue in their current extra service pay position until the unit member voluntarily resigns or is removed from the position in compliance with Article 17.2.4 of this Agreement.

14.2.5 Special Education Department Chair The following special education programs will be represented by a department chairperson:

- Resource Specialist Program (one per site)
- Mild/Moderate and Moderate/Severe (one per site, combined)
- Adaptive Physical Education (one per district)
- Speech and Language Pathologists (one per district)
- Visually Impaired (one per district)
- Orthopedically Handicapped (one per district)
- Adult Transition Mild/Moderate (one per district)
- Adult Transition Moderate/Severe (one per district)

Hope School will have three departments each represented by a department chairperson:

- Moderate/Severe-Junior High School
- Moderate/Severe-High School
- Moderate/Severe-Adult

14.2.6 Extra-Service Pay Positions

14.2.6.1 Posting of Openings

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

14.2.6.2 Return Rights

When a unit member utilizes a protected leave, the unit member will have return rights to the extra-service pay position if the unit member returns to work within one calendar year of the initial date of absence. It is understood that any unit member that serves in the position during this absence does so on an interim basis only.

14.2.6.3 Split Positions

The District and Association recognize that in some instances, extra-service pay positions may be split between two unit members. The following criteria will apply:

- In order for a split extra-service pay assignment to be considered, a proposal shall be submitted to the principal that specifies how the unit members will fulfill the responsibilities and duties of the position.
- Split extra-service pay assignments are valid for one school year.
- The principal shall have final approval of any split position.
- Should one unit member resign from the split, the position shall be reassessed according to the above language.

14.2.6.4 Removal of Extra-Service Pay

The District may remove unit members from extra-service pay positions (Appendix C) when a unit member changes sites or when a unit member no longer performs the duties associated with the stipend.

14.3 Salary Schedule Placement, Advancement and Structure

14.3.1 Salary Schedule

Certificated Unit Members

Unit members will be placed on and advanced on the salary schedule as follows:

1. Col. I Bachelor's Degree
2. Col. II Bachelor's Degree plus 30 semester hours
3. Col. III Bachelor's Degree plus 45 semester hours or Master's Degree
4. Col. IV Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

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

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

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

- A year of credentialed public school teaching experience in a paid status for at least seventy-five percent (75%) of the work days designated for the affected position.

- A year of credentialed teaching experience in a WASC accredited private school for at least seventy-five percent (75%) of the work days designated for the affected position.

- 250 days of substitute teaching experience in the Anaheim Union High School District to a maximum credit of six (6) years, provided that a teacher can produce documentation of the number of days taught.

- A year of teaching experience as a long-term substitute in the District for at least seventy-five percent (75%) of the work days in the same teaching assignment.

- Beginning with the 2022-23 school year, a year of intern teaching experience in the District for at least seventy-five percent (75%) of the work days designated for the affected position.

All previous experience shall be verified by official statements from previous employers.

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

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

14.3.5 Vertical Movement

14.3.5.1 All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step. Regular full-time unit members who, in any one school year, are in paid status for a least seventy-five percent (75%) of the work year designated for the affected position shall be deemed to have earned one (1) year of experience credit. If the unit member teaches less than 75% of the work year, the unit member may accumulate partial credit to reach the minimum of 75% of the work year and receive one (1) year of credit.

Example #1: 40% contract for two (2) years earns one (1) year of service credit;

Example #2: 20% contract for four (4) years earns one (1) year of service credit.

14.3.5.2 Any unit member with fifteen (15) complete years of credentialed teaching service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.3 Any unit member with twenty (20) complete years of credentialed teaching service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.4 Any unit member with twenty-five (25) complete years of credentialed teaching service in the District shall be placed on Step 26 of the salary schedule.

14.3.6 Horizontal Movement

A unit member shall be placed on the appropriate column after written proof of semester units completed or degree earned has been submitted to the Human Resources Office and approved by the Board of Trustees.

Course credit for salary placement and movement shall be given only for lower division, upper division, or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission.

14.3.6.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement:

14.3.6.1.1 Lower division, upper division, or graduate courses that meet any of the five (5) criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three (3) weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two (2) weeks.

14.3.6.2 Criteria for courses accepted for salary schedule advancement:

14.3.6.2.1 A subject directly related to the current or proposed teaching assignment.

14.3.6.2.2 A subject directly related to a unit member's teaching major or teaching minor.

14.3.6.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.6.2.4 A subject required by a California credential, evaluation, or renewal.

14.3.6.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.6.3 Evidence of successful completion of course work or degrees prior to the start of the school year, submitted to Human Resources by November 1, shall be retroactive to August. Evidence of successful completion of course work or degrees prior to January 1, submitted to Human Resources by March 1, shall be retroactive to January 1.

14.3.6.4 The burden of proof of training experience, possession of credentials, and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of a unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.7 Other Salary Schedule Credit

Full salary schedule credit shall be granted for Peace Corps teaching and VISTA teaching.

The Superintendent or his/her designee may recommend salary schedule credit for experience gained which is related to teaching.

14.3.8 Professional Stipends

14.3.8.1 An additional annual stipend of $2,814 (4.09%) will be paid for an earned doctoral degree from an accredited university.

For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post-Secondary Accreditation (COPA), or Association of American Education.

14.3.8.2 Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of $2,814 (4.09%).

14.3.8.3 Bargaining unit members who attain a Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification will be paid an annual stipend of $2,814 (4.09%). An

additional annual stipend of $1,410 (2.05%) will be paid for each additional course preparation assigned beyond the limits outlined per Article 10.10.

14.3.8.4 An additional stipend will be paid for Speech Language Pathologists as follows:

- $3,523 (5.12%) per year
- Additional $1,410 (2.05%) for CA Speech Pathology License
- Additional $1,410 (2.05%) for CCC (Certificate of Clinical Competence)
- Maximum of $6,343/year.
- For Clinical Supervision: $4,403 (6.4%) per school year

Stipends shall be pro-rated for part-time Speech and Language Pathologists

Clinical supervision stipends that extend into a second school year shall be prorated for the period of time of supervision in year 2. Clinical supervision for an SLP selected to work during Extended School Year shall be paid at the hourly rate.

14.3.8.5 An additional stipend of $5,635 (8.19%) will be paid to full-time Curriculum Specialists and $2,814 (4.09%) will be paid to part-time Curriculum Specialists.

14.3.8.6 An additional stipend in the amount of $2,250 (3.27%) will be paid to the site Title I Specialist.

14.3.8.7 An additional stipend in the amount of $4,348 (6.32%) will be paid to Nurses.

As per the current Agreement, percentages contained within the Professional Stipends article shall be equal to Column II, Step 1 of the 2024-25 Teachers Salary Schedule.

14.4 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation outside the District boundaries, but within 100 miles of the District Office, shall be reimbursed at a rate equal to previous years IRS allowable rate per mile, and if two (2) or more unit members ride in the same car, the reimbursement rate of two cents more than the allowable IRS allowable rate will be paid on a daily round trip basis. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the standard IRS business mileage rate in effect. Use of

personal automobiles must have prior approval of supervisor and comply with Board policies.

14.5 Daily Rate of Pay

Daily rate of pay shall be determined by dividing the unit member's annual salary by the number of days of required service as indicated in the school calendar.

14.6 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's Summer School pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

The hourly rate is determined by applying a percentage (.08%) to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B). Hourly rate increases are effective after the last teacher work day of the school year. It is understood that pay increases shall not be applied retroactively to hourly service.

14.7 Golden Handshake

The District shall make available the provisions commonly referred to as the "Golden Handshake" to all eligible employees provided the State authorizes it and the District will save money.

14.8 Extra Teaching Periods

Upon mutual agreement of the District, the unit member and the Association, a unit member may agree to teach an additional class in lieu of their assigned conference period. The unit member shall be compensated at a rate equal to $1/6^{th}$ (16.7%) of his/her daily rate of pay. It is understood that such periods are in the Key to Learning and the school's master schedule. It is also understood that the extra teaching periods are during the regular school day during the regular school year.

If a school has changed the six-period or seven-period day above to a different configuration through a contract waiver, the extra compensation shall be applied only if the unit member teaches an additional class during his/her conference period.

Teachers who agree to teach the additional teaching period must be available for meetings or conferences per Article 10.3 - Adjunct Duties.

14.9 Summer Training Stipend

Unit members who participate in trainings outside of the regular work year shall receive a daily stipend of 0.30% applied to Column II, Step 1 of the Teachers' Salary Schedule (Appendix B) for trainings scheduled to last over three (3.0) hours but no more than seven

(7.0) hours, inclusive of a duty-free lunch of at least thirty (30) minutes. This stipend shall be utilized for all compensated work not covered by the Teacher Salary Schedule, Extra Service Pay Schedules, Hourly Rate of Pay, or a Professional Stipend. Unit members who participate in summer trainings will not receive credit for Extra Service Pay to be used in the involuntary transfer process. Trainings scheduled to last three (3.0) hours or less shall be paid at the Hourly Rate of Pay (Appendix B).

ARTICLE 15: HEALTH AND WELFARE

15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

15.1.1 Medical Insurance

PPO: Self-insured major medical with $275 deductible per person, maximum of $1,100 per family for unit members and eligible dependents utilizing the Anthem Blue Cross PPO Prudent Buyer-large group Plan Network, including a prescription card service, in the amount not to exceed the super composite rate established for 2023 of $1,371.40 per month or $16,456.80 per year per enrolled unit member, or

EPO: EPO insurance for unit members and eligible dependents utilizing the Anthem Blue Cross PPO Prudent Buyer-large group Plan Network, in the amount not to exceed the super composite rate established for 2023 of $1,447.78 per month or $17,373.36 per year per enrolled unit member.

The blended super composite rate shall be the weighted average of the PPO and EPO super composite rates above. Beginning with the 2023 calendar year, the District's contribution to the blended super composite rate shall not exceed $17,022.

2013 blended super composite rate calculation example.

1,238 employees are in the HMO*. (46%)
1,433 employees are in the PPO. (54%)
46% of $11,808 = $5432. 54% of $14,364 = $7,757.
$5432 + $7757 = $13,189 is 2013 blended super composite rate.

*EPO – Effective January 1, 2018

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible children.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance services for unit members and eligible dependents, or Delta Care PMI dental insurance.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or ASTA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee ("Committee") is to fulfill the commitment contained herein and in previous memoranda of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time and class coverage to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district's contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year, the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates, the Committee will make suggestions for cost containment.

15.2.3 The Committee's final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rate shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. The Association reserves the right to meet with the District to bargain a separate benefits plan by November 1 of the calendar year preceding the plan year. If such agreement is not reached prior to November 1 of each year, the District is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

15.3 Right to Contact

The Association shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

15.4 Self-Insurance Plan

The District shall maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through social security or teacher retirement plans.

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payment, in advance to the Business Office, the difference between the current year costs and the 1979-80 costs.

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through social security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the District paid benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

15.6 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

ARTICLE 16: PART-TIME EMPLOYMENT

16.1 Pre-Retirement Reduced Assignment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time unit member subject to the following conditions:

16.1.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.

16.1.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment, and currently earning a salary equivalent to Column II, Step 7, or more.

16.1.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half (1/2) the days required for the individual's position classification.

16.1.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.

16.1.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.

16.1.6 The request for part-time employment must be exercised at the request of the unit member and formalized by a written agreement prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making application and reaching agreement. The agreement can be revoked only with the mutual consent of the unit member and the District.

16.1.7 The unit member who elects a reduced workload in accordance with the conditions of this policy shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

16.1.8 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.

16.1.9 No unit member shall be entitled to receive retirement credit for more than ten (10) years of service under this policy.

16.2 Job Sharing

16.2.1 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing. The minimum job sharing employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment. The term "one-half" (1/2) means full-time for one-half (1/2) of days required for the individual's position classification. The unit member receives fringe benefits under Article 15 during the term of his/her employment. The District reserves the right to deny the granting of job sharing if doing so would create a legal/staffing problem, as determined by the District.

16.2.2 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two (2) unit members may share an assignment for a minimum of one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. An application for job-sharing must include a proposal specifying how the employee will fulfill the responsibilities and duties of the position. The total number of positions shared by unit members participating in a job share shall not exceed 1% of the bargaining unit. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. Notwithstanding other provisions of this Agreement, job sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job sharers exceed the amount the District would have paid if the position had not been shared.

16.2.2.1 Upon request of the two (2) unit members and approval of the principal, a job sharing assignment may be renewed provided the two (2) unit members notify the District prior to March 1.

16.2.2.2 If a unit member on a regular contract is in a job sharing assignment and elects to return after the first year to full-time teaching, the unit member will be returned to her/his original school if a position for which the unit member is certificated is available.

16.2.2.3 If a unit member on a regular contract is in a job sharing assignment for more than one (1) year and elects to return to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which the unit member is certificated.

16.2.2.4 In order to advance on the salary schedule, the bargaining unit members in the job share must work a minimum of 75% of the 185 work days, which is a total of 139 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

16.3 Reducing from a Full-Time Assignment

16.3.1 The request for a reduced assignment must be initiated by the unit member and formalized by a written agreement with the District prior to the period of reduced service. The Director, Human Resources, shall specify the conditions of reduced service and shall establish the deadlines for making an application and reaching an agreement. The agreement may be renewed on an annual basis with mutual consent of the unit member and the District.

16.3.2 If a unit member on a reduced contract returns to his/her full-time assignment after one (1) year, the unit member shall be returned to his/her original school if a position for which the unit member is certificated is available.

16.3.3 If a unit member's reduced assignment contract is not renewed, the unit member shall return to a full-time position.

ARTICLE 17: DISCIPLINE

17.1 Files

17.1.1 District Personnel File

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review or, with the unit member's written consent, may conduct the review. Each unit member's personnel file shall contain only materials and documents as provided by law including the following:

17.1.1.1 Pre-employment information

17.1.1.2 Copies of annual contracts and supplemental contracts

17.1.1.3 Transcripts

17.1.1.4 Certification material

17.1.1.5 Letters of commendation

17.1.1.6 Copies of official personnel action

17.1.1.7 Written evaluations

17.1.1.8 Other materials, as agreed between the unit member and the Director, Human Resources.

17.1.2 Materials placed in the unit member's district personnel file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her district personnel file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her district personnel file within a reasonable period of time following the date of the complaint. Any material shall be removed from the district personnel file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

17.1.3 Local Site Folders

17.1.3.1 In addition to copies of materials found in 17.1.1, the local site folder may contain only the following:

17.1.3.1.1 Emergency Information Card

17.1.3.1.2 Principal/Supervisor copies of official personnel actions

17.1.3.1.3 Principal/supervisor documentation of actions which may lead to official personnel actions

17.1.3.1.4 Personal Data Sheet

17.1.3.1.5 Copies of forms which are prohibited by this Agreement from placement in the district personnel file

17.1.3.1.6 Items in the local site folders shall be destroyed whenever a unit member transfers to another site or terminates employment with the District with the exception of items that could lead to disciplinary actions and items mutually agreed upon by the unit member and principal.

17.1.3.2 Materials placed in the local site folder as described in 17.1.3.1 with the exception of item 3 are generally materials known to the unit member. Written "documentation of actions which may lead to official personnel action" will be made known to the unit member prior to use in any official personnel action. Twelve months after the receipt of a verbal warning document, the unit member may request the site administrator remove any record of said verbal warning from the local site file. If the request is denied, the unit member may appeal the decision to the Asst. Supt. of Human Resources.

17.2 Discipline

17.2.1 Process - Normally, the district shall utilize a "progressive discipline" procedure which utilizes the following steps:

17.2.1.1 Verbal warning(s)

17.2.1.2 Written warning

17.2.1.3 Written Reprimand

17.2.1.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to not require stringent adherence to the steps outlined. It is further agreed, however, that no

unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause.

In order to progress from one step to the next there must have been reoccurrence of like or related action that brought about the previous step or steps.

17.2.2 Notice of Progressive Discipline - In the administration of the overall discipline program of the district, it will be clearly noted on any written notice stating if the discipline represents a:

17.2.2.1 Written warning, or

17.2.2.2 Written Reprimand

17.2.3 Right to Representation - A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, any conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.2.4 Extra-Service Pay Assignments

17.2.4.1 Removal of Unit Member For Extra-Service Pay

The District may remove unit members from extra-service pay positions (Appendix C) subject to due process, or as a result of a transfer to another site, or when a unit member no longer performs the duties associated with the stipend. For purposes of this section, due process means:

17.2.4.1.1 Verbal warning

17.2.4.1.2 Written warning

17.2.4.1.3 Written reprimand

17.2.4.1.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C) due to deficiencies in performance. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. It is understood that any written material or documents related to the removal of a unit member from an extra-service pay position shall not be placed in the unit member's district personnel file

but may be placed in the local site folder. This does not prohibit the documentation of serious offenses involving moral turpitude to be included in the personnel file.

17.2.4.2 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed that the District shall not be obligated to follow the principle of just cause in the removal of unit members from extra-service pay positions.

17.3 Complaints Against Unit Members

17.3.1 If in the opinion of the site administrator or designee, a serious complaint has been lodged against an individual teacher by an employee or non- employee, the teacher shall be notified within a reasonable period of time and, when practicable, before any students are questioned. Complaints not reported to the teacher within a reasonable period of time shall not be utilized in any evaluation or subsequent disciplinary action.

17.3.2 When practicable, if the complainant wishes to pursue the matter further, the principal will convene a conference between the teacher, the person making the complaint, and the principal or designee for the purpose of resolving the complaint.

17.3.3 Complaints that are not resolved at the school level should be directed to the District Superintendent or Designee.

17.3.4 If after the District Superintendent, or Designee, has responded to the complaint, the complainant is still not satisfied with the answer, further complaint may be made in writing to the Board of Trustees for its potential investigation and necessary action. Such complaints may be discussed in closed session.

ARTICLE 18: SUMMER PROGRAMS

Summer Programs include, but are not limited to, seat-based courses, APEX, online or E-Learning courses, Extended School Year (special education), Summer Language Academy, and International Short Stay.

18.1 Summer Program Selection Procedures

18.1.1 Summer program positions and requirements shall be announced at the earliest time feasible prior to the commencement of the term. ASTA unit members shall be eligible to apply for summer program positions only if they have a current "meets standards" or "satisfactory" evaluation. Such announcements shall be in the form of notices sent to all certificated personnel. Eligible ASTA bargaining unit applicants shall be given an interview.

18.1.2 Written notice of initial summer program assignment shall be given at the earliest time feasible prior to the commencement of the term. Employment may be terminated anytime the class size drops below an enrollment figure established by the District. Unit members who are offered employment shall be guaranteed a minimum of ten (10) hours pay.

18.1.3 Application procedures for summer program teaching positions will be announced each year. Unit members will be recommended for summer program employment by the summer program principals, and approved by the Director, Human Resources, who will send a written offer of employment, including training and other requirements, to the unit member. The unit member who is offered summer program employment shall sign and return the offer within five (5) days of notification or be deemed to have declined the offer. Preference shall be given to personnel who during the regular school year are ASTA bargaining unit members in the Anaheim Union High School District, hold an appropriate teaching credential, are permanent teachers, probationary or temporary teachers who have been offered and accepted employment for the next school year and are currently teaching or have taught in the subject area in the past at any level. ASTA bargaining unit members shall be hired prior to non-AUHSD applicants, except that the District shall have the right to hire up to 10% non-AUHSD applicants for summer program positions. A bargaining unit applicant who is not selected to teach in a summer program may be provided a written rationale upon request.

18.1.3.1 The District will provide the Association with a listing of all applicants and all hires for summer programs and in addition, will provide copies of all application forms specifically requested by the Association within two (2) days of the Association's request.

18.1.3.2 The District will make all reasonable efforts to ensure that equipment is safeguarded in all summer program lab and/or shop classes when

the teacher in the classroom during the regular year is not teaching summer program.

18.2 Working Hours

Unit members must be on duty at least fifteen (15) minutes before the beginning of the class day and remain on duty until the close of the student's regular school day. Each unit member shall receive a daily break of ten (10) minutes between the first period and the second period if the unit member is assigned to teach both periods. Such time shall be compensated at the unit member's hourly rate of pay.

Attendance at any required summer program meetings held outside regular school hours will be paid at the Hourly Rate of pay.

The Superintendent or his/her designee shall meet with the ASTA President no later than March 1 of each school year to discuss the summer program schedule.

18.3 Cancelled Class Procedures

Teachers whose classes are canceled due to insufficient enrollment shall be entitled to fill any vacant summer program positions for which they are certified at other summer program sites, before such positions are offered to other personnel.

18.4 Evaluation Procedures

Any summer program teacher who is regularly employed by the District shall not be subject to evaluation during the summer program.

Any other employee may be evaluated at the principal's discretion.

18.5 Wages and Benefits

18.5.1 Hourly Rate

Summer program teachers will be paid an hourly wage determined by the current Hourly Rate of pay.

18.5.2 Summer program teachers will not be accorded health and welfare benefits as an incident of summer program employment.

18.6 Sick Leave, Personal Illness and Injury

18.6.1 Annual Sick Leave and Accumulation

Members of the bargaining unit shall be entitled to sick leave credit equivalent to the total daily hours for the summer program worked. The summer program must be a minimum of 19 days and the employee must work at least 75% of the summer

program work days to qualify for the sick leave credit. Summer program unused sick leave and regular contract sick leave shall be accumulated from year to year. If a unit member has used his/her sick leave earned during the summer program, and requires additional sick leave, such sick leave shall be deducted from the unit member's regular accumulated sick leave or the unit member shall take short term leave without pay. (Article 8, section 8.12)

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

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

18.6.2 Procedures for Taking Sick Leave

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

A unit member returning from absence must contact the school or site by 12:00 noon of the day preceding the day of intended return. If s/he is unable to make a determination before 12:00 noon, the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute teacher for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

18.7 Release Time

18.7.1 Release Time - Grievance Processing

Unit members, not to exceed a maximum of the grievant, the grievant's representative and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

18.7.2 Release Time - Association Business

Upon twenty-four (24) hours prior notice of the District and authorization by the President of the Association, the Association shall be provided a maximum of three (3) days each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day. Payment for the substitute(s) replacing the absent unit member(s) shall be reimbursed to the District Business Office by the Association within thirty (30) days.

ARTICLE 19: FACULTY ADVISORY COUNCIL

19.1 Yearly Election

Each school site shall hold a yearly election conducted by the Association Site Representative and the Principal during the first quarter of each school year to determine if they wish to establish a Faculty Advisory Council. A two-thirds (2/3) vote of the teaching staff is required to establish the Council.

19.2 Participants

The Faculty Advisory Council shall be composed of a minimum of three (3) to a maximum of five (5) teachers elected by the majority of the teachers at the site.

19.3 Meetings

The Council shall meet on a regular basis and act as an advisory panel to the site administration on issues including, but not limited to, master schedule, school discipline, attendance policies, and local site budget.

ARTICLE 20: PROFESSIONAL DEVELOPMENT/PROFESSIONAL LEARNING

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that an effective professional learning plan considers the complexities of teaching and student learning, while focusing on continuous improvement of the teaching practice. Administrators and teachers shall work together to build a collaborative and trusting environment in which both parties are valued equally to achieve that goal. Unit members at each site shall be afforded the opportunity to actively participate in the planning of professional development activities throughout the school year. Administrators and teachers shall utilize a variety of site-based shared decision making structures, including Site Leadership Teams and Professional Learning Communities, to ensure the needs of unit members, the departments, and the site are met.

ARTICLE 21: AUHSD INDUCTION AND MENTORSHIP PROGRAM

In the implementation of the AUHSD Induction and Mentorship Program, the District and the Association agree to abide by Education Code Article 4.5, Section 44279.1 and regulations promulgated by the State Department of Education.

21.1 Purpose

21.1.1 Provide an effective transition into the teaching career for the first year and second year teachers in California who seek to clear their preliminary credentials.

21.1.2 Improve the educational performance of pupils through improved training, information and assistance to new teachers.

21.1.3 Enable beginning teachers to be effective in teaching pupils who are culturally, linguistically, and academically diverse.

21.1.4 Ensure the professional success and retention of new teachers.

21.1.5 Ensure that a Induction/Mentor Coach provides intensive individualized support and assistance to each Induction Candidate.

21.1.6 Improve the rigor and consistency of individual teacher performance assessments and the usefulness of assessment results to teachers and decision-makers.

21.1.7 Establish an effective, coherent system of performance assessments that are based on the adopted California Standards for the Teaching Profession.

21.1.8 Examine alternative ways in which the general public and the educational profession may be assured that new teachers who remain in teaching have attained acceptable levels of professional competence.

21.1.9 Ensure that an individual induction plan is in place for each Induction Candidate and is based on an ongoing assessment of the development of the beginning teacher.

21.1.10 Ensure continuous program improvement through ongoing research, development and evaluation.

21.2 Induction Candidates

Participating in the Induction program shall be required for eligible teachers.

21.2.1 Criteria To Be Met By Induction Candidate Teachers

21.2.1.1 State eligible (meet requirements of first or second year with preliminary or clear credential).

21.2.1.2 Recommended and approved for participating by the District.

21.2.2 Example of Induction Candidate Teacher Activities

21.2.2.1 Demonstrate an understanding of the professional induction process through active engagement in the Induction program.

21.2.2.2 Create and implement and Individual Induction Plan (IIP) together with the Induction/Mentor Coach.

21.2.2.3 Develop a teaching portfolio that provides a basis for continued examination of professional practice and growth.

21.2.2.4 Participate in the support and training activities including orientations, multicultural training, peer support seminars, discussion groups and demonstration lessons.

21.2.2.5 Participate in the assessment process and use of the results to chart professional development through further support and training activities, subject to District approval.

21.2.2.6 Participate in the program evaluation process and provide feedback to the District's administrator overseeing professional learning.

21.3 Induction/Mentor Coach Selection

21.3.1 Criteria To Be Met For Induction/Mentor Coach Nomination and Assessment

21.3.1.1 Be a credentialed classroom teacher in the ASTA bargaining unit with permanent status providing direct classroom instruction at least 50% of the school day.

21.3.1.2 Have five (5) years classroom experience.

21.3.1.3 Have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different context.

21.3.1.4 No more than 15% of the Induction/Mentor Coaches can be excluded from the 50% direct classroom instruction agreement.

21.3.2 The following criteria will be considered:

21.3.2.1 Demonstrates knowledge and commitment to subject matter.

21.3.2.1.1 Subject matter expertise

21.3.2.1.2 Ability to convey enthusiasm for the subject to students.

21.3.2.1.3 Uses a wide variety of teaching strategies.

21.3.2.2 Demonstrates belief in student ability to succeed.

21.3.2.2.1 Commitment to setting high expectations for students.

21.3.2.2.2 Competence to teach at various student ability levels.

21.3.2.2.3 Willingness to give special attention to students requiring assistance.

21.3.2.2.4 Success in fostering excellent student performance.

21.3.2.3 Gives evidence of professional stature.

21.3.2.3.1 Leadership, e.g., in organizing projects on his/her own initiative.

21.3.2.3.2 Recognition by those in the same profession.

21.3.2.3.3 Respect of his/ her colleagues.

21.3.2.3.4 Teaching skills for working with students from different racial, linguistic and cultural backgrounds.

21.3.3 Examples of Induction/Mentor Coach Activities

21.3.3.1 Provide assistance and guidance to new teachers.

21.3.3.2 Provide staff development for teachers.

21.3.3.3 Develop curriculum.

21.3.3.4 Establish a forum allowing for the exchange of new ideas and materials.

21.3.3.5 Assist teachers with classroom management/organization/discipline skills.

21.3.3.6 Participate in a program of professional growth designed to improve mentor skills.

21.4 Induction and Teacher Support Network/Mentor Coach Selection Committee

The Committee shall consist of the President of the Anaheim Secondary Teachers Association, one Induction Mentor Coach and the District's administrator overseeing professional learning.

Rights and Responsibilities of the Selection Committee:

21.4.1 The Selection Committee shall seek applications for the Induction program from the body of eligible classroom teachers.

21.4.2 For each classroom teacher recommended, the Selection Committee shall specify a term of Induction/Mentor Coach service of two (2) years. Induction/Mentor Coaches may request reappointment through the Selection Committee until the six (6) year maximum is reached. The Selection Committee will consider the recommendation from the District's administrator overseeing professional learning.

21.4.3 Material contained in the applicant's personnel file, including letters of recommendation and evaluations shall not be made available to or used by the Selection Committee unless expressly authorized in writing by the applicant.

21.4.4 The Selection Committee will review Induction/Mentor Coach applications and may conduct classroom observations of the candidates.

21.4.5 The Selection Committee will select candidates for Induction/Mentor Coach by a majority vote of the Committee.

21.4.6 The process will include reviewing applications and references, and conducting personal interviews. The Selection Committee will recommend Induction/Mentor Coach candidates and a list of alternates.

21.5 Induction/Mentor Coach Rights and Responsibilities

21.5.1 Induction/Mentor Coaches may be released from classroom duties. Release time may be for workshops, inservice activities, observations, and other related duties.

21.5.2 Induction/Mentor Coaches are not to perform any administrative duties or participate in the summative evaluation of other teachers.

21.5.3 Induction/Mentor Coaches are not exempt from normal, routine teacher duties at their site.

21.5.4 Induction/Mentor Coaches must adhere to the Mentor Responsibilities as outlined in the AUHSD Induction Handbook.

21.6 Evaluation of the Induction/Mentor Coach

Evaluation of the Induction/Mentor Coach classroom duties shall be in accordance with District policy, practice and the certificated bargaining agreement.

21.6.1 General Provisions

21.6.1.1 If for any reason an Induction/Mentor Coach is unable to complete the designated term, the District's administrator overseeing professional learning may recommend a replacement from committee recommended alternates and the respective stipend shall be prorated.

21.6.1.2 Following a term of service, an Induction/Mentor Coach must wait one (1) year to reapply unless there are no trained Induction/Mentor Coaches available.

21.7 Board Action

21.7.1 The District Governing Board may meet in Closed Session to consider the appointment of any nominees to be an Induction/Mentor Coach in the same manner that it may consider the appointment or employment of other employees.

21.7.2 Final designation of any person as an Induction/Mentor Coach shall be by action of the Governing Board of the school district from persons nominated. The Governing Board may reject any nomination.

21.8 Induction Mentor/Teacher Pay

An Induction/Mentor Teacher shall receive the stipend listed in Appendix C (4.10% of Column II Step 1).

ARTICLE 22: TEACHER SUPPORT NETWORK (TSN)

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers who are referred or volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. The relationship between the TSN/Mentor Coach and the TSN Participating Teacher is non-evaluative. Assistance Plans, Observations, Progress and other Reports created by the TSN/Mentor Coach shall not be utilized in the Evaluation Process.

22.1 Joint Committee

The Joint Committee shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint Committee.

The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings may take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings during the workday, without loss of pay or benefits. In addition, the teacher members of the Joint Committee shall receive the stipend listed in Appendix C (4.10% of Column II, Step 1 per year).

The Joint Committee shall be responsible for the following:

22.1.1 Providing annual training for the Joint Committee members.

22.1.2 Selecting trainers and/or training providers for professional learning.

22.1.3 Providing training for TSN/Mentor Coaches prior to the Mentor Teachers' participation in the program.

22.1.4 Notifying participation in the TSN program by written notification to the Referred TSN Participating Teacher, the TSN/Mentor Coach and the site Principal.

22.1.5 Adopting Rules and Procedures for effectuating the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the Agreement, and to the extent that there is an inconsistency, the Agreement will prevail.

22.1.6 Distributing, annually, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

22.1.7 Establishing a procedure for application as a TSN/Mentor Coach.

22.1.8 Determining the number of TSN/Mentor Coaches in any school year, based upon participation in the Teacher Support Network, the available budget and other relevant considerations.

22.1.9 Reviewing the report prepared by the TSN/Mentor Coach and making recommendations to the Governing Board regarding the Referred TSN Participating Teacher's progress in the Teacher Support Network.

22.1.10 Evaluating, annually, the impact of the Teacher Support Network program in order to improve the program.

22.2 Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and TSN/Mentor Coaches may disclose such information only as necessary to administer this Article.

22.3 Hold Harmless

This District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the unit member's participation in the Teacher Support Network. The Association retains the right to participate in the litigation. The District will pay legal costs and fees in such actions.

22.4 TSN Participating Teachers

22.4.1 A Referred TSN Participating Teacher is an experienced teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/ or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.

22.4.2 A Referred TSN Participating Teacher will be assigned to a TSN/Mentor Coach from a pool of Mentor Coaches. The Referred TSN Participating Teacher may petition the Joint Committee for a different Mentor Coach. It will be the purview of the Joint Committee to grant or deny such requests.

22.4.3 The Referred TSN Participating Teacher has the right to be represented at any Joint Committee meeting or any meeting with administrators throughout these procedures by the Association representative of his or her choice.

22.4.4 A Volunteer TSN Participating Teacher is an experienced teacher with permanent status who volunteers to receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance. The Volunteer TSN Participating Teacher may elect

to exit the program at the end of the semester. All materials and documents related to the peer assistance shall be strictly confidential.

Therefore, such materials and documents shall not be placed in the unit member's personnel file and shall not be distributed to anyone except the TSN/Mentor Coach and Volunteer TSN Participating Teacher.

22.4.5 The Joint Committee shall have the right to extend the period of participation for a Referred TSN Participating Teacher for a period of up to one (1) additional year.

22.5 TSN/Mentor Coaches

22.5.1 A TSN/Mentor Coach is a teacher who provides assistance to a TSN Participating Teacher pursuant to the Teacher Support Network. The qualifications for the TSN/Mentor Coach shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:

22.5.1.1 A credentialed classroom teacher working at least 50% of the time in direct student instruction with permanent status.

22.5.1.2 At least five (5) years of teaching experience.

22.5.1.3 Shall demonstrate exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

22.5.2 In filling a position of TSN/Mentor Coach, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise as follows:

22.5.2.1 A reference from a site administrator or immediate supervisor.

22.5.2.2 A reference from an Association representative.

22.5.2.3 A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

22.5.3 TSN/Mentor Coaches shall be selected by the Induction and Teacher Support Network/Mentor Coaches Selection Committee (see Article 21.6).

22.5.4 The term of the TSN/Mentor Coach shall be two (2) years with an option to apply for a second term. A teacher may not serve in the position for more than two (2) consecutive terms.

22.5.5 TSN/Mentor Coaches shall be assigned no more than two (2) mentees. Any additional mentees must be approved by the Joint Committee.

22.5.6 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The TSN/Mentor Coach shall be entitled to all rights of bargaining unit members. In addition to the regular salary, a TSN/Mentor Coach shall receive the stipend listed in Appendix C (4.10% of Column II, Step 1). Stipend shall be prorated and paid per semester per Participating Teacher.

22.6 Procedure

The number of TSN Participating Teachers assigned to each TSN/Mentor Coach shall be determined by the District's administrator overseeing professional learning in consultation with the Joint Committee. TSN/Mentor Coaches shall assist TSN Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the TSN Participating Teacher.

22.7 Performance Goals

The TSN/Mentor Coach and the Site Administrator shall meet with the Referred TSN Participating Teacher to discuss the Teacher Support Network Program, and to establish mutually agreed upon performance goals.

22.8 Assistance Plan

The TSN/Mentor Coach and the Referred TSN Participating Teacher shall develop the assistance plan and develop a process for determining successful completion of the Teacher Support Network.

22.9 Observations

The TSN/Mentor Coach may conduct multiple observations of the TSN Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences. Release time shall be provided for both the TSN/Mentor Coach and Participating Teacher.

22.10 Progress

The TSN/Mentor Coach shall monitor the progress of the Referred TSN Participating Teacher and shall submit to and discuss with the Referred TSN Participating Teacher periodic written reports.

22.11 Reporting

TSN/Mentor Coaches shall report their activities on a regular basis to the Joint Committee regarding all participating teachers referred by Human Resources.

22.12 Limitations

The TSN/Mentor Coach shall continue to provide assistance not to exceed one (1) school year to the Referred TSN Participating Teacher until he or she concludes that the teaching performance of the TSN Participating Teacher is satisfactory, or that further assistance will not be productive. The Joint Committee may authorize additional assistance beyond the one year period. A copy of the TSN/Mentor Coach's log shall be submitted to and discussed with the Referred TSN Participating Teacher to receive his or her signature before it is submitted to the Joint Committee. The Referred TSN Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

The TSN/Mentor Coach shall submit a final report to the Joint Committee. The Referred TSN Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred TSN Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.

22.13 Results

The results of the Referred TSN Participating Teachers participation in the Teacher Support Network shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred TSN Participating Teacher.

22.14 Unresolved Issues

Any unresolved issues shall be referred to the Joint Committee for final resolution.

ARTICLE 23: EXPIRED MEMORANDA OF UNDERSTANDING

An expired memorandum of understanding will be moved to Appendix AA to be maintained for historical purposes, unless the District and Association mutually agree to extend its term.

ARTICLE 24: DURATION

This Agreement shall remain in full force and effect through the first teacher work day of the 2025-2026 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school year 2023-2024 and 2024-2025, Article 14, Wages and Items Related to Wages, and Article 15, Health and Welfare Benefits, shall be open for negotiations. For school year 2023-2024, Article 21, Beginning Teachers Support and Assessment Program, and Article 22, Peer Assistance and Review shall also be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening two (2) other articles of their choosing in 2023-2024 and 2024-2025. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Michael Matsuda (Dec 30, 2022 14:32 PST)
Michael B. Matsuda
Superintendent

ANAHEIM SECONDARY TEACHERS ASSOCIATION

By: Grant Schuster (Dec 30, 2022 14:02 PST)
Grant Schuster
President

Anaheim Union High School District
2023-2024
Student/Teacher Calendar

July 2023				
3	4*	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August 2023				
	1	2	3	4
7++	8+	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2023				
				1
4*	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2023				
2	3	4	5	6<
9++	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2023				
		1	2	3
6	7	8	9	10*
13	14	15	16	17
20	21	22	23*	24*
27	28	29	30	

December 2023				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21#	22<
25*	26*	27	28	29

January 2024				
1*	2*	3	4	5
8	9	10	11	12
15*	16	17	18	19
22	23	24	25	26++
29	30	31		

February 2024				
			1	2
5	6	7	8	9
12*	13	14	15	16
19*	20	21	22	23
26	27	28	29	

March 2024				
				1
4	5	6	7	8
11	12	13	14	15<
18	19	20	21	22
25	26	27	28	29*

April 2024				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22#	23<	24+
27*	28	29	30	31

June 2024				
3	4	5	6	7
10	11	12	13	14
17	18	19*	20	21
24	25	26	27	28

9 School Begins

Non-Student/Non-Teacher Day

* Holidays

\+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

\# Minimum Day for H.S. Students Only

Underlined Days (May 28-June 3) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	42	Aug	9	--	Oct	6
2	48	Oct	10	--	Dec	22
3	46	Jan	8	--	Mar	15
4	44	Mar	18	--	May	23

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 15, 2023
November 9, 2023 (Thursday)
February 9, 2024
April 19, 2024

Grades Due Fridays
10:00 a.m. at the site on:
October 13, 2023
January 12, 2024
March 22, 2024
May 24, 2024

Board Approved: April 13, 2023

Anaheim Union High School District
2024-2025
Student/Teacher Calendar

July 2024				
1	2	3	4*	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2024				
			1	2
5++	6+	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September 2024				
2*	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October 2024				
	1	2	3	4<
7++	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2024				
				1
4	5	6	7	8
11*	12	13	14	15
18	19	20	21	22
25	26	27	28*	29*

December 2024				
2	3	4	5	6
9	10	11	12	13
16	17	18	19#	20<
23	24*	25*	26	27
30	31*			

January 2025				
		1*	2	3
6	7	8	9	10
13	14	15	16	17
20*	21	22	23	24
27	28	29	30	31++

February 2025				
3	4	5	6	7
10*	11	12	13	14
17*	18	19	20	21
24	25	26	27	28

March 2025				
3	4	5	6	7
10	11	12	13	14<
17	18	19	20	21
24	25	26	27	28*
31				

April 2025				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May 2025				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21#	22<	23+
26*	27	28	29	30

June 2025				
2	3	4	5	6
9	10	11	12	13
16	17	18	19*	20
23	24	25	26	27
30				

School Begins

Non-Student/Non-Teacher Day

* Holidays

\+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

\# Minimum Day for H.S. Students Only

Underlined Days (May 27-June 2) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	42	Aug	7	--	Oct	4
2	48	Oct	8	--	Dec	20
3	46	Jan	6	--	Mar	14
4	44	Mar	17	--	May	22

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 13, 2024
November 8, 2024
February 7, 2025
April 18, 2025

Grades Due Fridays
10:00 a.m. at the site on:
October 11, 2024
January 10, 2025
March 21, 2025
May 23, 2025

Board Approved: April 13, 2023

Anaheim Union High School District
2025-2026
Student/Teacher Calendar

July 2025				
	1	2	3	4*
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

August 2025				
				1
4++	5+	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September 2025				
1*	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October 2025				
		1	2	3
6	7	8	9	10<
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 2025				
3	4	5	6	7
10++	11*	12	13	14
17	18	19	20	21
24	25	26	27*	28*

December 2025				
1	2	3	4	5
8	9	10	11	12
15	16	17	18#	19<
22	23	24*	25*	26
29	30	31*		

January 2026				
			1*	2
5	6	7	8	9
12	13	14	15	16
19*	20	21	22	23
26	27	28	29	30++

February 2026				
2	3	4	5	6
9*	10	11	12	13
16*	17	18	19	20
23	24	25	26	27

March 2026				
2	3	4	5	6
9	10	11	12	13<
16	17	18	19	20
23	24	25	26	27*
30	31			

April 2026				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2026				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20#	21<	22+
25*	26	27	28	29

June 2026				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19*
22	23	24	25	26
29	30			

School Begins

Non-Student/Non-Teacher Day

* Holidays

\+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

\# Minimum Day for H.S. Students Only

Underlined Days (May 26-June 1) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	47	Aug	6	--	Oct	10
2	43	Oct	13	--	Dec	19
3	46	Jan	5	--	Mar	13
4	44	Mar	16	--	May	21

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 12, 2025
November 7, 2025
February 6, 2026
April 17, 2026

Grades Due Fridays
10:00 a.m. at the site on:
October 17, 2025
January 9, 2026
March 20, 2026
May 22, 2026

Board Approved: December 19, 2024

APPENDIX A

ANAHEIM UNION HIGH SCHOOL DISTRICT

2024/2025 TEACHERS' SALARY SCHEDULE

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	**I**	**II**	**III**	**IV**
01	$63,781	$68,799	$74,649	$81,331
02	$67,643	$72,653	$78,504	$85,185
03	$71,493	$76,514	$82,356	$89,050
04	$75,354	$80,362	$86,215	$92,908
05	$79,214	$84,226	$90,074	$96,762
06	$83,074	$88,084	$93,934	$100,617
07	$86,933	$91,940	$97,793	$104,480
08	$90,790	$95,802	$101,646	$108,344
09	$94,655	$99,657	$105,508	$112,203
10	$98,505	$103,523	$109,375	$116,062
11	$102,372	$107,393	$113,231	$119,917
LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	$108,141	$113,161	$118,999	$125,685
21	$113,908	$118,928	$124,767	$131,453
26	$122,420	$127,440	$133,278	$139,964

Doctorate: $2,814

National Board Certification: $2,814

Hourly Rate of Pay: $55.04 (effective 6/1/25)

Summer Stipends: See Article 14.9

Initial Salary Placement: See Article 14.3.2

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: Pending
Effective: July 1, 2024

APPENDIX B

ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2024-25
SENIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2024-2025 Teachers Salary Schedule

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

POSITION	PAY	PERCENTAGE
Jazz Band	$1,906	2.77
Accompanist	$2,043	2.97
Academic Decathlon (1 per school)	$3,089	4.49
Kiwanis Bowl (1 per school)	$3,089	4.49
Mock Trial (1 per school)	$3,089	4.49
CTSO	$3,089	4.49
Journalism	$3,502	5.09
Photo Advisor	$3,502	5.09
Yearbook	$3,949	5.74
Assistant Band Director	$3,949	5.74
Assistant Dance	$3,949	5.74
Link Crew Advisor	$3,949	5.74
Speech	$4,162	6.05
Debate	$4,162	6.05
Vocal	$4,616	6.71
Speech Debate	$4,616	6.71
Dance	$4,616	6.71
Drama	$4,616	6.71
Band	$6,763	9.83
Drill Team	$6,763	9.83
Colorguard (1 person)	$6,763	9.83
e-sports Advisor/Coach	$6,763	9.83

Percentages below shall be equal to Column II, Step 1 of the 2024-2025 Teachers Salary Schedule

2. **ATHLETICS** - To be paid at the end of the season in one payment.

SPORT	POSITION	PAY	PERCENTAGE
Football	Head Varsity	$6,763	9.83
	Assistant Varsity	$4,438	6.45
	Junior Varsity	$4,162	6.05
	Sophomore	$4,162	6.05
	Freshman	$4,162	6.05
	Assistant Fr/Soph	$4,162	6.05
Flag Football	Head Varsity & JV	$5,745	8.35
	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Cross Country	Head Varsity Men & Women	$5,745	8.35
	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Volleyball	Head Varsity & JV	$5,745	8.35
	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Song and Cheer	Varsity Song/Cheer (1 person)	$6,763	9.83
	Varsity Songleader	$5,215	7.58
	Varsity Cheerleader	$5,215	7.58
Tennis	Head Varsity & JV	$5,745	8.35
	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Water Polo	Head Varsity & JV	$5,745	8.35
	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Basketball	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Soccer	Head Varsity & JV	$5,745	8.35
	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05

Percentages below shall be equal to Column II, Step 1 of the 2024-25 Teachers Salary Schedule

ATHLETICS, continued

SPORT	POSITION	PAY	PERCENTAGE
Wrestling	Head Varsity & JV	$5,745	8.35
	Head Varsity Men & Women	$5,745	8.35
	Head Varsity Men	$5,215	7.58
	Head Varsity Women	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Softball	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Baseball	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Badminton	Head Varsity & JV	$5,745	8.35
	Head Varsity	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Golf	Head Varsity	$5,215	7.58
Swimming	Head Varsity & JV	$5,745	8.35
	Head Varsity Men & Women	$5,745	8.35
	Head Varsity Men	$5,215	7.58
	Head Varsity Women	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Track	Head Varsity & JV	$5,745	8.35
	Head Varsity Men & Women	$5,745	8.35
	Head Varsity Men	$5,215	7.58
	Head Varsity Women	$5,215	7.58
	Assistant or Lower Level	$4,162	6.05
Trainers	District/Site Certified Athletic Trainer - Fall	$5,215	7.58
	District/Site Certified Athletic Trainer - Winter	$5,215	7.58
	District/Site Certified Athletic Trainer - Spring	$5,215	7.58
	Trainer - Fall	$2,353	3.42
	Trainer - Winter	$2,353	3.42
	Trainer - Spring	$2,353	3.42
	Assistant Trainer - Fall	$1,541	2.24

Percentages below shall be equal to Column II, Step 1 of the 2024-25 Teachers Salary Schedule

ATHLETICS, continued

SPORT	POSITION	PAY	PERCENTAGE
Trainers	Assistant Trainer - Winter	$1,541	2.24
	Assistant Trainer - Spring	$1,541	2.24

3. CIF PLAYOFFS

Pay per week as follows:

- 10% for team and individual sports coaches
- 10% for trainers in team sports

Percentages below shall be equal to Column II, Step 1 of the 2024-25 Teachers Salary Schedule

- 5% for band, drill, song and cheer
- 3% for one (1) Girls and (1) Boys Athletic Director

Team Sports (10 or more participants - 2 coaches)

- Baseball
- Badminton
- Basketball
- Cross Country
- Football (allowed 4 coaches and 2 trainers)
- Golf
- Soccer
- Softball
- Swimming
- Tennis
- Volleyball
- Water Polo
- Wrestling

Individual Sports (Less than 10 participants - 1 coach)

- Badminton
- Cross Country
- Golf
- Swimming
- Tennis
- Track
- Wrestling

Extra Service Pay shall be paid at senior high school rates for 9th through 12th grade duties and at junior high school rates for 7th and 8th grade duties. If the activity/sport includes students from both the junior high and senior high level, Extra Service Pay shall be paid at the senior high school rate.

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2024-25
SENIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2024-25 Teachers Salary Schedule

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2024		
POSITION	**PAY**	**PERCENTAGE**
Department Chair: 1 - 5 classes	$2,594	3.77
Department Chair: 6 - 20 classes	$3,715	5.40
Department Chair: 21 - 50 classes	$4,747	6.90
Department Chair: 51 - 70 classes	$4,947	7.19
Department Chair: 71-100 classes	$5,359	7.79
Department Chair: 101 classes or over	$5,772	8.39
Activities Director	$9,453	13.74
Assistant Activities Director	$3,206	4.66
District Athletic Director	$9,453	13.74
Athletic Director (Girls Program)	$9,453	13.74
Athletic Director (Boys Program)	$9,453	13.74

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	**PAY**	**PERCENTAGE**
Joint Committee Member	$2,821	4.10 %
Teacher Support Network/ Mentor Coach (stipend is per participating teacher)*	$2,821	4.10 %
Induction / Mentor Coach (stipend is per participating teacher)	$2,821	4.10 %

*Denotes that stipend shall be prorated and paid per semester per participating teacher.

ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2024-25
JUNIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2024-25 Teachers Salary Schedule

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

POSITION	**PAY**	**PERCENTAGE**
Journalism	$1,555	2.26
Accompanist	$1,555	2.26
Jazz Band	$1,906	2.77
Pentathlon	$2,043	2.97
Pep Club or Dance	$2,766	4.02
Vocal Music	$2,766	4.02
Drama	$2,766	4.02
Yearbook	$2,766	4.02
Speech and Debate	$2,766	4.02
Band	$3,949	5.74
e-sports Advisor/Coach	$3,949	5.74

2. ATHLETICS/ACTIVITIES - To be paid at the end of the assignment.

POSITION	PAY	PERCENTAGE
Assistant Intramural Sports Coach	$2,284	3.32
Intramural Sports Coach	$3,089	4.49
After School Program Activities Facilitator	$3,089	4.49

ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2024-25
JUNIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2024-25 Teachers Salary Schedule

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2024		
POSITION	**PAY**	**PERCENTAGE***
Department Chair: 1 - 5 classes	$2,594	3.77
Department Chair: 6 - 20 classes	$3,715	5.40
Department Chair: 21 - 50 classes	$4,747	6.90
Department Chair: 51 - 70 classes	$4,947	7.19
Department Chair: 71-100 classes	$5,359	7.79
Department Chair: 101 classes or over	$5,772	8.39
Activities Director	$4,616	6.71
District Intramural Sports Director	$4,616	6.71
Intramural Sports Director	$4,616	6.71

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	**PAY**	**PERCENTAGE**
Joint Committee Member	$2,821	4.10 %
Teacher Support Network/ Mentor Coach (stipend is per participating teacher)*	$2,821	4.10 %
Induction / Mentor Coach (stipend is per participating teacher)	$2,821	4.10 %

*Denotes that stipend shall be prorated and paid per semester per participating teacher.

ANAHEIM UNION HIGH SCHOOL DISTRICT
PROFESSIONAL STIPENDS
2024-25
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2024-25 Teachers Salary Schedule

EFFECTIVE JULY 1, 2024		
POSITION	**PAY**	**PERCENTAGE***
Doctorate	$2,814	4.09
National Board Certification	$2,814	4.09
BCLAD	$2,814	4.09
Course Preparation Stipend (BCLAD)	$1,410	2.05
Speech Language Pathologist	$3,523	5.12
CA Speech Pathology License	$1,410	2.05
Certificated of Clinical Competence	$1,410	2.05
Speech Language Pathologist (Sum)	$6,343	N/A
Full Time Curriculum Specialist	$5,635	8.19
Part Time Curriculum Specialist	$2,814	4.09
Title I Specialist	$2,250	3.27
Nurse	$4,348	6.32

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM

Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

System Phone Number: **(714) 999-3516**

Help Desk Phone Number: **(714) 999-3550**

Write your Access ID here: **64-0000-** ___ ___ ___ ___ **or 64-000** ___ ___ ___ ___ ___ (no leading zeros)

Write your PIN here: _____

Web Browser URL: **https:anaheimuhsd.eschoolsolutions.com**

SIGN IN

Open your browser and access the SmartFind*Express* Sign In page. Enter your Access ID and PIN.

PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

PROFILE

Information

- Review profile status and address information.

Update Email

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

TO CREATE AN ABSENCE

Choose the *Create an Absence* link

Important Note: Items in Bold are <u>required</u> to complete an Absence.

- **Select the Location**
- **Select the Classification**
  - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**
  NOTE: *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment.* SFE will proceed with arranging a substitute while awaiting administrator approval.
- **Indicate if a substitute is required for this absence**
  - Choose Yes or No
- **Select Start and End Dates for your absence**
  - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
  - To change defaults, enter time in HH:MM am or pm format
  - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
  - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
  - Modify daily schedule and/or times for absence and substitute
- ***FOR CERTIFICATED EMPLOYEES ONLY***: Request a particular substitute
  - Enter the substitute's access ID number or use the Search feature to find the substitute by name
    - Indicate if the requested substitute has accepted this job
      - Yes = substitute is prearranged and will not be called and offered the job
      - No = call will be placed and the substitute will be offered the job
    - Enter special instructions for the substitute to view
    - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

COMPLETE! You **MUST receive a Job Number** for your absence to be recorded in the system and to receive a substitute.

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM

Classified & Certificated Employee Quick Reference

INTERNET ACCESS INSTRUCTIONS

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.
Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

---

SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFind*Express*. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFind*Express*.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFind*Express,* and close the web browser when you finish with your session.

You can click the Help link to access Help Guides and How-to videos.

Important Note: *Do NOT use the browser's BACK button to navigate to screens.*
Navigation buttons are on the bottom of SmartFind*Express screens, such as the Return to List and Continue buttons.*

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM

Classified & Certificated Employee Quick Reference

TELEPHONE ACCESS INSTRUCTIONS

System Phone Number: **(714) 999-3516**

Help Desk Phone Number: **(714) 999-3550**

Write your Access ID here: **64-0000-** ___ ___ ___ ___ **or 64-000** ___ ___ ___ ___ ___ (no leading zeros)

Write your PIN here: _____

Web Browser URL: **https:anaheimuhsd.eschoolsolutions.com**

THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	Today's Jobs	**Future Jobs**
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

REASONS FOR ABSENCE (listed in order of voice prompt):

1. PERSONAL ILLNESS
10. PERSONAL WITHOUT PAY
11. SUBPOENA
12. MILITARY LEAVE
13. SABBATICAL
14. *VACATION
15. VACANCY
16. FAMILY LEAVE
17. GROWTH
18. TRAGEDY LEAVE
19. CHILD/PRNT/SPOUSE
2. EXCUSED
20. ADMINISTRATIVE LEAVE
21. LTS-VACANCY
22. LTS-PERSONAL LEAVE
23. LTS-MILITARY LEAVE
24. UNION BUSINES
25. FURLOUGH DAY
3. NON-DUTY DAY
4. PERSONAL NECESSITY
7. WORKER'S COMP
8. BEREAVEMENT
9. JURY DUTY

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

REGISTRATION

1. Enter your **Access ID** followed by the star (*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (*) key.
3. Record your name followed by the star (*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (*) key.

TELEPHONE ACCESS INSTRUCTIONS

1. Enter your **Access ID** followed by the star (*) key
2. Enter your **PIN** followed by the star (*) key

MENU OPTIONS

1 – Create an Absence
2 – Review, Cancel Absence or Modify Special Instructions
3 – Review Work Locations and Job Descriptions
4 – Change PIN, Re-record Name
9 – Exit and hang-up

TO CREATE AN ABSENCE

1. Enter dates for the absence
   PRESS 1 if the Absence is only for today
   PRESS 2 if the Absence is only for tomorrow
   PRESS 3 to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time
   Enter Start Date
   PRESS 1 to Accept the date offered
   PRESS 2 to Enter start date (MMDD)

Classified & Certificated Employee Quick Reference

TELEPHONE ACCESS INSTRUCTIONS

3. Enter the reason from above followed by the star (*) key or wait for a list of reasons

FOR ***CERTIFICATED*** EMPLOYEES:	FOR ***CLASSIFIED*** EMPLOYEES:
4. Record Special Instructions **PRESS 1** to Record special instructions. Press the star (*) key when done **PRESS 2** to Bypass this step	4. Complete Absence **PRESS 1** to Receive the job number ***Record the Job Number. The Job Number is your confirmation.***
5. Is a Substitute Required? **PRESS 1** if a substitute is required **PRESS 2** if a substitute is not required	
6. If you **pressed 1**, a substitute is required	
7. If you **pressed 1**, a substitute is required **PRESS 1** to Request a particular substitute Enter the substitute access ID, followed by the star (*) key **PRESS 1** to Accept requested substitute **PRESS 1** if the Substitute should be called **PRESS 2** if the Substitute has already agreed to work and does not need to be called **PRESS 2** to Bypass requesting a substitute	
8. Complete Absence **PRESS 1** to Receive the job number ***Record the Job Number. The Job Number is your confirmation.***	

TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Hear the job information
PRESS 1 to Hear absence information again
PRESS 2 to Modify special instructions
PRESS 3 to Cancel the absence

If you **pressed 3** to Cancel the job
PRESS 1 to Confirm the cancellation request
If a substitute is assigned to the absence
PRESS 1 for the System to call the assigned substitute
PRESS 2 to Not have the system call the substitute
Once you confirm a request to cancel the job, you **MUST** wait for the system to say ***"Job Number has been cancelled."***

TO CHANGE PIN or RE-RECORD NAME

PRESS 1 to Change your PIN
PRESS 2 to Change the recording of your name

ANAHEIM UNION HIGH SCHOOL DISTRICT
EVALUATION WORKSHEET

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

This Evaluation Worksheet will be used to document the evaluation process. A copy will be attached to the Final Evaluation.

Timeline

Meeting	Date	Administrator Signature	Evaluatee Signature
Preliminary Evaluation Conference – (Prior to the end of the 17th workday)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Lesson overview provided ❑ Seating chart provided ❑ Handout(s)/texts(s)			
Post-Observation Conference (within 10 days of observation)			
Additional Observations (If required or if completed)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Lesson overview provided ❑ Seating chart provided ❑ Handout(s)/texts(s)			
Post-Observation Conference (within 10 days of observation)			
Final Evaluation			
Final Evaluation: (Completed between beginning of 4th quarter and no later than 30 days prior end of school year)			

TEACHER EVALUATION
PRELIMINARY CONFERENCE

Mission Statement. The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

Please mark the evaluation process which will be taking place during this school year.

☐ **TIER ONE TEACHER EVALUATION**

A Tier One Teacher is a unit member who has between one and ten years of service in the Anaheim Union High School District. Tier One evaluations are done through the formal observation process. The frequency of evaluation shall take place as follows: (1) Temporary and probationary teachers must be evaluated annually; and (2) Tier One unit members with permanent status shall be evaluated every other year.

☐ **TIER TWO TEACHER EVALUATION**

A Tier Two Teacher is a tenured teacher who has ten years teaching experience in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two Teachers are evaluated every five years. A Tier Two teacher may select to be evaluated using the Project and Reflective Essay or the Tier One Evaluation Process (formal observation).

☐ **Option 1: Project and Reflective Essay**

The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the CSTP Goals and Objectives. The requirements of the Project and Reflective Essay are outlined in the Appendix E.

☐ **Option 2: Tier One Evaluation Process**

The evaluation shall include the CSTP goals and objectives. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

☐ **PAR REFERRED TEACHER EVALUATION**

An Improving Teacher is a teacher who has received an unsatisfactory evaluation in the previous year based on the Tier One formal observation evaluation process.

RECEIPT AND UNDERSTANDING OF EVALUATION PROCEDURES

I had my Preliminary Evaluation Conference in which I selected my evaluation option and have discussed the CSTP goals and objectives with the administrator conducting the evaluation. I have a clear understand of the evaluation process and the criteria on which I will be evaluated.

_____	_____	_____
Date	Name of Evaluatee	Evaluatee's Signature
_____	_____	_____
Date	Name of Evaluator	Evaluator's Signature

TEACHER EVALUATION
PRELIMINARY CONFERENCE

The California Standards for the Teaching Profession (CSTP) Goals and Objectives descriptions is a comprehensive and exhaustive list which will be utilized in the evaluation process. The 5Cs (collaboration, communication, creativity, critical thinking, and compassion/character) are embedded in the CSTPs.

1. Engaging and Supporting Students in Learning

Teachers learn about their students' interests in order to better engage them in the learning process. They connect subject matter to students' prior knowledge, backgrounds, and life experiences, as well as meaningful, real-life situations. Teachers will use a variety of instructional strategies, resources and technologies to meet the diverse learning needs of students. In addition, teachers will promote critical-thinking skills through the use of inquiry, problem-solving, reflection, and utilize frequent formative assessments to guide their instruction.

2. Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where students are treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to foster a climate in which students can learn. In addition, teachers use instructional time to optimize learning.

3. Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit an in-depth working knowledge of their subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to assist students in the understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to students. They address the needs of English learners and students with special needs to provide universal access to the content.

4. Planning Instruction and Designing Learning Experiences for Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of students. They modify and adapt instructional plans to meet the assessed learning needs of students.

5. Assessing Students for Learning

Teachers apply knowledge of the purpose, characteristics, and use of different forms of assessment. They collect and analyze assessment data from a variety of sources and use that data to inform instruction. They review data, both individually and with colleagues to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve students in self-assessment, goal setting, and monitoring their learning progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

The District and the Association agree that the evaluator may not observe all (or even a majority of) the descriptors of the six goals and objectives listed above in an observation session.

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE

(to be distributed prior to the formal observation)

The District and the Association agree that an effective instructional support system recognizes the complexities of teaching and student learning, emphasizing continuous improvement of teaching practice through a collaborative and trusting environment between teachers and administrators. While formal evaluations occur every two to five years, they should be seen as part of an ongoing process of teacher growth and reflection. By fostering reflective practice, constructive feedback, and continuous professional learning, this approach promotes educational growth and excellence. The Evaluation process promotes educator growth and student success through adaptive, innovative collaboration between the District and Association.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- lesson overview (including planned activities and outcomes)
- seating chart
- copies of any handouts/texts that will be utilized during the lesson

Reflective Questions for Guided Conversation:

Please reflect upon the following questions connected to the CSTPs. The evaluator and evaluatee may discuss some of the following questions at the post-observation conference:

- How do I create a learning environment that is conducive to learning?
- How do I engage students in learning?
- What do I know about my students and how does it inform my instruction?
- How do I provide support for students (including but not limited to newcomers, plurilingual students, students with disabilities, students with life challenges, and Foster Youth/ McKinney – Vento students) so they can demonstrate want they know?
- How do I reflect upon student data and my instruction to refine my teaching practices?
- How do I assess students' growth towards mastery of learning objectives and use evidence of their learning to inform future instruction?
- How is student voice integrated into lesson design/ instructional practices?
- How do professional practices (i.e., PLCs, workshops, training, lesson design) contribute to my professional growth and impact student learning?

Reflective Questions for Performance Task Assessments

1. Reflect on your design process for the Performance Task Assessment.
2. How does my Performance Task Assessment intentionally incorporate opportunities for students to develop and demonstrate 21st century skills/5Cs, amplify their voice, and apply technical skills/ content standards?
3. How do you use data and students' reflections from Performance Task Assessments to analyze learning outcomes and adjust your instructional practices for future lessons?

INFORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the teacher and be attached the final evaluation. The District and the Association recognize that during observation(s) the evaluator may not observe all (or even a majority of) the CSTP descriptors identified in Article 12.3.

Evaluatee:_____ School or Work Location:_____

Assignment:_____ Evaluator:_____

Date of Observation:_____ Time in_____ Time out_____

SUMMARY OF LESSON

CSTP EVIDENCE

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

INFORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

EVALUATEE'S PERFORMANCE TO DATE IS:

_____MEETING STANDARDS
_____APPROACHING STANDARDS
_____UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached □ Yes □ No
A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

INFORMAL OBSERVATION FORM

☐ Tier One **☐ Tier Two** **☐ PAR Referred**

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the teacher and be attached the final evaluation. The District and the Association recognize that during observation(s) (formal or informal) the evaluator may not observe all (or even a majority of) the CSTP descriptors identified in Article 12.3.

Evaluatee:_____ School or Work Location:_____

Assignment:_____ Evaluator:_____

Date of Observation:_____ Period:_____

For Formal Observations teachers will supply the evaluator with the following information to be included as attachments to this document:

- ❑ lesson overview (including planned activities and outcomes)
- ❑ seating chart
- ❑ copies of any handouts/texts that will be utilized during the lesson

SUMMARY OF LESSON:

1. Engaging and Supporting Students in Learning

1.1 Using knowledge of students to engage them in learning
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
1.3 Connecting subject matter to meaningful, real-life contexts
1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs
1.5 Promoting critical thinking through inquiry, problem solving, and reflection
1.6 Monitoring student learning and adjusting instruction while teaching

2. Creating and Maintaining Effective Environments for Student Learning

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
2.5 Developing, communicating, and maintaining high standards for individual and group behavior
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
2.7 Using instructional time to optimize learning

INFORMAL OBSERVATION FORM

☐ Tier One **☐ Tier Two** **☐ PAR Referred**

3. Understanding and Organizing Subject Matter for Student Learning

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
3.3 Organizing curriculum to facilitate student understanding of the subject matter
3.4 Utilizing instructional strategies that are appropriate to the subject matter
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

4. Planning Instruction and Designing Learning Experiences for Students

4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
4.2 Establishing and articulating goals for student learning
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

5. Assessing Students for Learning

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
5.3 Reviewing data, both individually and with colleagues, to monitor student learning
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
5.5 Involving all students in self-assessment, goal setting, and monitoring progress
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
5.7 Using assessment information to share timely and comprehensible feedback with students and their families

6. Developing as a Professional Educator

6.1 Reflecting on teaching practice in support of student learning
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
6.4 Working with families to support student learning
6.5 Engaging local communities in support of the instructional program
6.6 Managing professional responsibilities to maintain motivation and commitment to all students
6.7 Demonstrating professional responsibility, integrity, and ethical conduct

FORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

EVALUATEE'S PERFORMANCE TO DATE IS:

_____MEETING STANDARDS

_____APPROACHING STANDARDS

_____UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____ _____ _____ _____

Evaluatee's Signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached □ Yes □ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

_____ _____ _____ _____

Evaluatee's Signature Date Evaluator's Signature Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ❑ Lesson Overview
- ❑ Seating Chart
- ❑ Handouts

FORMAL EVALUATION SUMMARY

☐ Tier One **☐ Tier Two** **☐ PAR Referred**

Mission Statement. The District and the Association agree that an effective evaluation system recognizes the complexities involved in teaching and student learning, while focusing on continuous improvement of teaching practice. Administrators and teachers must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous teacher growth and reflection.

This form shall be used by the evaluator upon completion of the formal observation process. The contents of this form shall be shared by the evaluator with the teacher.

Evaluatee:_____ School or Work Location:_____

Assignment:_____ Evaluator:_____

Date of Final Evaluation Meeting:_____

FORMAL EVALUATION SUMMARY

THIS FINAL FORMAL EVALUATION:

_____MEETING STANDARDS
_____APPROACHING STANDARDS (Teacher will be evaluated the following school year)
_____UNSATISFACTORY (Teacher referred to PAR and Remediation Plan Required)

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____ _____ _____ _____
Evaluatee's Signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

FORMAL EVALUATION SUMMARY

☐ **Tier One** ☐ **Tier Two** ☐ **PAR Referred**

For Rebuttal Only:

Rebuttal Attached □ Yes □ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ❑ Evaluation Worksheet
- ❑ Preliminary Conference Form
- ❑ Formal and Informal Observations
- ❑ Other Documents

ANAHEIM UNION HIGH SCHOOL DISTRICT
TEACHER EVALUATION PROCEDURES

EVALUATION WORKSHEET – PROJECT AND REFLECTIVE ESSAY

The District and the Association agree that an effective instructional support system recognizes the complexities of teaching and student learning, emphasizing continuous improvement of teaching practice through a collaborative and trusting environment between teachers and administrators. While formal evaluations occur every two to five years, they should be seen as part of an ongoing process of teacher growth and reflection. By fostering reflective practice, constructive feedback, and continuous professional learning, this approach promotes educational growth and excellence. The Evaluation process promotes educator growth and student success through adaptive, innovative collaboration between the District and Association.

CSTP Goals and Objectives (See Agreement Article 12 for complete description)
1. Engaging and Supporting Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for Students
5. Assessing Students for Learning
6. Developing as a Professional Educator

1. Preliminary Evaluation Conference: Prior to the end of the 17th workday
   Held on: _____

2. Pre-Project Development Conference held – Evaluatee will receive the Project Development Form

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

3. Project Agreed Upon: (prior to the end of First Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

4. Project Submitted: (prior to the end of the Third Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

5. Essay Submitted: (prior to the end of the Third Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

6. Final Evaluation (must be completed between the beginning of the Fourth Quarter and no later than 30 calendardays prior to the end of the school year)

ANAHEIM UNION HIGH SCHOOL DISTRICT

Evaluatee Support Log

Name of Evaluatee: School/Work Location:

Meeting Date	Meeting Participants (in addition to Evaluatee)	Meeting Topic(s) (cite CSTPs referenced)	Teacher Reflection/Plan for Use of Strategies

This form shall be completed by the Evaluatee.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Instructional Support Plan

Evaluatee _____ School/Work Location _____

Assignment _____ Evaluator _____

Date of Unsatisfactory/Approaching Standards Final Evaluation _____

Major area(s) of Concern, w/identified CSTPs, that must be addressed (List top 3 areas):

Recommendations to address the concerns on the Evaluation:

Resources and personnel that may be utilized to assist the unit member:

- Teacher Support Network (TSN): Work with a Mentor Teacher (Refer to Article 22 for specific procedures and expectations for referral and participation in the Teacher Support Network. Unit Members receiving an Unsatisfactory Evaluation must be referred to the TSN.)
- Meetings with the Department Chair, 5Cs Coach and or leadership equipped to provide support in the relevant area
- Guiding Principles of PTA/Lesson Design
- Innovation Design Template and the Coaching Conversation Guide
- Other_____

This form shall be completed by the evaluating administrator, with the input of the Unit Member, after having received a Tier I or Tier II Unsatisfactory or Approaching Standards evaluation.

_____ _____

Unit Member's Signature Date Evaluator's Signature Date

The following principles should serve as guidelines for the lesson design and curriculum planning you do with your teams. Do not use this document as a checklist. The principles should serve as goals over the next few years.

Guiding Principles for Performance Assessments

The performance assessment provides an opportunity for students to develop all three components of the Career Preparedness Systems Framework: *Youth Voice & Purpose, 21st Century Skills (5Cs), and Technical Skills.*

1. The performance assessment allows for students to develop agency and take ownership over their learning and growth, cultivating their **voice and purpose** connected to their interests and aspirations. (Agency Framework)
2. The performance assessment is aligned to the **21st Century Skills** (5Cs, social emotional learning, growth mindset, etc.). Elements of *character & compassion, collaboration, communication, creativity,* and *critical thinking* are intentionally taught and assessed. (5Cs Descriptors)
3. Within each performance assessment are opportunities for students to develop and demonstrate mastery of **technical skills** (including content-specific skills and literacy across the curriculum).
4. The performance assessment takes into account the **necessary support for all student groups** (including newcomers, plurilingual students, students with disabilities and Foster Youth/McKinney-Vento students) so that they can demonstrate what they know and are able to do.
5. Students demonstrate their knowledge and skills by sharing with an **authentic audience.**
6. Students have **multiple opportunities** and a variety of ways to **demonstrate growth toward mastery.**
7. **Reflection is a part of the learning process**: *Throughout the performance assessment experience,* students reflect on their progress and plan for future learning and growth. This includes, but is not limited to, student reflection on their growth in the 5Cs.
8. **High-quality feedback** is provided to students throughout the performance assessment experience.
9. Performance assessment outcomes provide data to **improve curriculum and instruction.**

Guiding Principles for Performance Assessments

Course : _____ Semester: _____

Project Title: _____

Description: _____

	How does your PTA meet the principle?	Possible revisions/ additions
1		
2		
3		
4		
5		
6		
7		
8		
9		

UNLIMITED YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT

Innovation Design Template

(For Performance Task Assessment)
Developed by AUHSD Curriculum Specialists

Continuous learning is the minimum requirement for success in any field. - Brian Tracym

Considerations for use:

- ➔ The planning process may not be linear. You can work through this template in any order, as you see fit.
- ➔ This process will be ongoing, PTAs will need to be revisited, revised, and further developed over multiple years and iterations.

Resources	Please link resources for your PTA in the space below. Include resources such as texts (articles, graphs, etc.), scoring guides, reflection forms, models of student work (photos, links to video, etc.), etc
	Weekly Lesson Plan AUHSD 5Cs Descriptors Docs.pdf Link your school's reflection form If you are a Community School, please link your Community Schools Site Mapping here

Overview	**Provide a brief overview of the Performance Task Assessment:**
	What do you already know about your students and community? (Strengths, Needs, Interests)

Artifacts	**What would be the product (Artifact) for students to include within their Capstone Portfolios?**

Learning Design Overview

The following principles should serve as guidelines for the lesson design and curriculum planning you do with your teams. Do not use this document as a checklist. The principles should serve as goals over the next few years.

Guiding Principles for Performance Task Assessments

Design	**Learning Outcomes** What do we want students to learn?
	Technical Skills, 5Cs, Student Voice
	Technical Skills
	What technical skills do we want students to learn?
	Success Criteria Evidence of Outcomes: How will we know they have learned it? (What evidence/artifacts will be produced?)
	5 Cs
	What do we want students to learn? Identify one or **two strands** only.
	Success Criteria Evidence of Outcomes: How will we know they have learned it? What evidence/artifacts will be produced?
	Describe the **Type(s) of Student Voice** we will see in the Performance Task Assessment?
	How will learning be shared with an authentic audience?

	Are there multiple opportunities and a variety of ways for students to demonstrate mastery?
	The performance assessment outcomes should provide data leading to **improvements in curriculum and instruction**. What data do you anticipate studying?

Rule of 3

Follow the "Rule of 3" by identifying *three* intentional spaces for each.

Implementation Details	3 intentional opportunities for building the **technical skill(s)**.	1. 2. 3.
	3 specific spaces for Teaching the strand(s) of the **5Cs**.	1. 2. 3.
	3 scaffolds to **support** PLLs, SWDs.	1. 2. 3.
	3 most critical moments for **feedback**.	1. 2. 3.
	3 opportunities for students to **reflect**.	1. 2. 3. At the conclusion of the PTA (schoolwide portfolio reflection)

Cycle of Continuous Improvement

After you implement the PTA, please fill out the reflection below to help guide your own cycle of continuous improvement.

How well did the learning design meet the intended outcomes?
What were the best parts of this PTA experience for students? Why?
What would you do differently the next time you implement this PTA?

Timeline

Meeting	Date	Administrator Signature	Evaluatee Signature
Preliminary Evaluation Conference – (Prior to the end of the 17th workday)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Lesson overview (including planned activities and outcomes) ❑ IEP goals for each student ❑ Handout(s)/texts(s)/Lesson Materials			
Post-Observation Conference (within 10 days of observation)			
Additional Observations (If required or if completed)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Lesson overview (including planned activities and outcomes) ❑ IEP goals for each student ❑ Handout(s)/texts(s)/Lesson Materials			
Post-Observation Conference (within 10 days of observation)			
Final Evaluation			
Final Evaluation: (Completed between beginning of 4th quarter and no later than 30 days prior end of school year)			

SPEECH LANGUAGE PATHOLOGIST EVALUATION
PRELIMINARY CONFERENCE

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing speech and language services to meet student needs, while focusing on continuous improvement within the SLP scope of practice. Administrators and SLPs must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous SLP growth and reflection.

Please mark the evaluation process which will be taking place during this school year.

☐ **TIER ONE SLP EVALUATION**

A Tier One SLP is a unit member who has between one and ten years of service in the Anaheim Union High School District. Tier One evaluations are done through the formal observation process. The frequency of evaluation shall take place as follows: (1) Temporary and probationary SLPs must be evaluated annually; and (2) Tier One unit members with permanent status shall be evaluated every other year.

☐ **TIER TWO SLP EVALUATION**

A Tier Two SLP is a tenured SLP who has ten years of service in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two SLPs are evaluated every five years. A Tier Two SLP may select to be evaluated using the Project and Reflective Essay or the Tier One Evaluation Process (formal observation).

☐ **Option 1: Project and Reflective Essay**

The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the SLPC Goals and Objectives. The requirements of the Project and Reflective Essay are outlined in Appendix E-13.

☐ **Option 2: Tier One Evaluation Process**

The evaluation shall include the SLPC goals and objectives. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

☐ **PIP REFERRED SLP EVALUATION**

An Improving SLP is a SLP who has received an unsatisfactory evaluation in the previous year based on the Tier One formal observation evaluation process.

RECEIPT AND UNDERSTANDING OF EVALUATION PROCEDURES

I had my Preliminary Evaluation Conference in which I selected my evaluation option, and have discussed the SLPC goals and objectives with the administrator conducting the evaluation. I have a clear understanding of the evaluation process and the criteria on which I will be evaluated.

Date	Name of Evaluatee	Evaluatee's Signature
Date	Name of Evaluator	Evaluator's Signature

SPEECH LANGUAGE PATHOLOGIST EVALUATION
PRELIMINARY CONFERENCE

The Speech and Language Professional Competencies (SLPC) descriptors indicated below are a comprehensive and exhaustive list which will be utilized in the evaluation process. The 5Cs (collaboration, communication, creativity, critical thinking, and compassion/character) are embedded in the SLPCs.

1. Assessment and Reporting

Effectively conducts speech, language, and communication assessments (both standardized and informal, including modifications as needed). Accurately identifies speech and language disorders according to California education code, taking into consideration cultural and linguistic diversity. SLP accurately gathers student case history including: identifying relevant developmental history and/or contributing factors, and conducts (or makes attempts to conduct) parent/caregiver interviews, teacher feedback, and other pertinent or district-recommended information. They select adequate assessment batteries with consideration for all relevant factors. SLP accurately administers the batteries and scores tests accurately. SLP synthesizes all gathered information to define the student's level of communicative functioning, and makes recommendations that are consistent with evaluation results and demonstrates educational benefit for the students. They demonstrate understanding of eligibility criteria for treatment and dismissal. SLP produces defensible reports that follow district guidelines and expresses ideas clearly and concisely.

2. Intervention and Therapy

SLP develops and implements individualized education plans (IEPs) that align with students' communication needs. SLP demonstrates efficient use of direct therapy time. SLP uses clinical judgment, data collection, and evidence-based practices to plan and modify treatment, strategies, materials, and/or instrumentation to meet the needs of the student during therapy sessions. Provides therapy in a variety of settings to meet student needs. Demonstrates measurable student progress in communication skills aligned with IEP goals.

3. Learning Environment

SLP's interactions with students are positive and respectful. SLP demonstrates consistent systems of support to facilitate appropriate student behavior. Environment promotes positive learning opportunities with high expectations and appropriate support for students. Demonstrates an understanding of diverse cultural and linguistic backgrounds, adapting therapy methods accordingly. Maintains an inclusive approach to working with students

4. Collaboration and Communication

Collaborates effectively with teachers, special education staff, and other professionals to support students' communication development. Communicates with parents/guardians regarding their child's progress and provides strategies to support communication development. Participates in multidisciplinary team meetings (IEP meetings, case conferences, etc.) and contributes valuable insights.

5. Ethical Standards

Adheres to the ASHA (American Speech-Language-Hearing Association) Code of Ethics and district policies. Maintains student confidentiality and ensures ethical decision-making in therapy and reporting. SLP demonstrates working knowledge and models a high level of professional ethics and incorporates best practices in daily activities. Maintains a professional standard of integrity, organization, and confidentiality of student information. SLP consistently displays professional conduct to others. SLP demonstrates informed knowledge and understanding of special education laws and procedures, and refers to state, and district guidelines.

6. Time Management and Documentation

Effectively manages caseloads, balancing time between assessment, intervention, documentation, and consultation. SLP completes necessary reports and paperwork, establishes and documents professional contacts in a timely manner. Completes and submits required IEP documentation in a timely manner. Documents treatment notes in district-approved Medi-Cal billing platform in a timely manner.

7. Professional Development

Engages in professional growth opportunities, including workshops, conferences, or additional certifications. Incorporates new knowledge and skills into clinical practice. Regularly attends and participates in SLP Department monthly meetings.

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE
(to be distributed prior to the formal observation)

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing speech and language services to meet student needs, while focusing on continuous improvement within the SLP scope of practice. Administrators and SLPs must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous SLP growth and reflection.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- lesson overview (including planned activities and outcomes)
- IEP goals for each student
- copies of any materials that will be utilized during the lesson

Reflective Questions for Guided Conversation:

Please reflect upon the following questions. The evaluator and evaluatee may discuss some or all of the following questions at the post-observation conference:

How do I engage students in learning?

How do I create a therapy environment that is conducive to learning?

How do I analyze my treatment models to understand what contributes to student learning?

How am I sure that my students have mastered the objective for the lesson?

How do I assess student progress?

What intervention strategies do I use with struggling students?

What activities contribute to my professional growth?

SPEECH LANGUAGE PATHOLOGIST INFORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the SLP and be attached to the final evaluation. The District and the Association recognize that during observation(s) the evaluator may not observe all (or even a majority of) the SLPC descriptors identified in the MOU. Informal observations may include, but are not limited to: a review of an assessment report or IEP documents, observation of an IEP meeting (in person or virtual), or treatment session (in person or virtual).

Evaluatee:_____ School or Work Location:_____

Objective:_____ Evaluator:_____

Date of Observation:_____ Time in_____ Time out_____

SUMMARY OF OBSERVATION OBJECTIVE:

SLPC EVIDENCE:

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE

SPEECH LANGUAGE PATHOLOGIST INFORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

EVALUATEE'S PERFORMANCE TO DATE IS:

_____MEETING STANDARDS
_____APPROACHING STANDARDS
_____UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No
A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

_____	_____	_____	_____
Evaluatee's Signature	Date	Evaluator's Signature	Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

SPEECH LANGUAGE PATHOLOGIST FORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

This form shall be used by the evaluator upon completion of any formal observation. The contents of this form shall be shared by the evaluator with the SLP and be attached to the final evaluation. The District and the Association recognize that during observation(s) (formal or informal) the evaluator may not observe all (or even a majority of) the SLPC descriptors identified in the MOU.

Evaluatee:_____ School or Work Location:_____

Objective:_____ Evaluator:_____

Date of Observation:_____ Period:_____

For Formal Observations SLP will supply the evaluator with the following information to be included as attachments to this document:

- ☐ lesson overview (including planned activities and outcomes)
- ☐ IEP goals for each student
- ☐ Copies of any materials that will be utilized during the lesson

SUMMARY OF SESSION OBJECTIVES:

1. Assessment and Reporting
   - 1.1 SLP effectively conducts speech, language, and communication assessments (both standardized and informal, including modifications as needed).
   - 1.2 SLP accurately identifies speech and language disorders according to California education code, taking into consideration cultural and linguistic diversity.
   - 1.3 SLP accurately gathers student case history including: identifying relevant developmental history and/or contributing factors, and conducts (or makes attempts to conduct) parent/caregiver interviews, teacher feedback, and other pertinent or district-recommended information.
   - 1.4 SLP selects adequate assessment batteries with consideration for all relevant factors. SLP accurately administers the batteries and scores tests accurately.
   - 1.5 SLP synthesizes all gathered information to define the student's level of communicative functioning, and makes recommendations that are consistent with evaluation results and demonstrates educational benefit for the students.
   - 1.6 SLP demonstrates understanding of eligibility criteria for treatment and dismissal. SLP produces defensible reports that follow district guidelines and expresses ideas clearly and concisely.

2. Intervention and Therapy
   - 2.1 SLP develops and implements individualized education plans (IEPs) that align with students' communication needs.
   - 2.2 SLP demonstrates efficient use of direct therapy time.
   - 2.3 SLP uses clinical judgment, data collection, and evidence-based practices to plan and modify treatment, strategies, materials, and/or instrumentation to meet the needs of the student during therapy sessions.

FORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

2.4 SLP provides therapy in a variety of settings to meet student needs.
2.5 SLP demonstrates measurable student progress in communication skills aligned with IEP goals.

3. Learning Environment
   3.1 SLPs interactions with students are positive and respectful.
   3.2 SLP demonstrates consistent systems of support to facilitate appropriate student behavior.
   3.3 SLP treatment environment promotes positive learning opportunities with high expectations and appropriate support for students.
   3.4 SLP demonstrates an understanding of diverse cultural and linguistic backgrounds, adapting therapy methods accordingly.
   3.5 SLP maintains an inclusive approach to working with students.

4. Collaboration and Communication
   4.1 SLP Collaborates effectively with teachers, special education staff, and other professionals to support students' communication development.
   4.2 SLP Communicates with parents/guardians regarding their child's progress and provides strategies to support communication development.
   4.3 Participates in multidisciplinary team meetings (IEP meetings, case conferences, etc.) and contributes valuable insights.

5. Ethical Standards
   5.1 Adheres to the ASHA (American Speech-Language-Hearing Association) Code of Ethics and district policies.
   5.2 Maintains student confidentiality and ensures ethical decision-making in therapy and reporting.
   5.3 SLP demonstrates working knowledge and models a high level of professional ethics and incorporates best practices in daily activities.
   5.4 Maintains a professional standard of integrity, organization, and confidentiality of student information.
   5.5 SLP consistently displays professional conduct to others.
   5.6 SLP demonstrates informed knowledge and understanding of special education laws and procedures, and refers to state, and district guidelines.

6. Time Management and Documentation
   6.1 SLP effectively manages caseload, balancing time between assessment, intervention, documentation, and consultation.
   6.2 SLP completes necessary reports and paperwork, establishes and documents professional contacts in a timely manner. 6.3 SLP completes and submits required IEP documentation in a timely manner.
   6.4 SLP documents treatment notes in district-approved Medi-Cal billing platform in a timely manner.

FORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

7. Professional Development
   - 7.1 SLP engages in professional growth opportunities, including workshops, conferences, or additional certifications.
   - 7.2 SLP incorporates new knowledge and skills into clinical practice.
   - 7.3 SLP regularly attends and participates in SLP Department monthly meetings.

FORMAL OBSERVATION FORM

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

OBSERVED SUCCESS(ES)/STRENGTH(S):

AREA(S) FOR PROFESSIONAL GROWTH (include resources if applicable):

AREA(S) OF UNSATISFACTORY PERFORMANCE THAT MUST BE ADDRESSED:

PROFESSIONAL RESOURCES TO ADDRESS AREA(S) OF UNSATISFACTORY PERFORMANCE:

EVALUATEE'S PERFORMANCE TO DATE IS:

_____MEETING STANDARDS
_____APPROACHING STANDARDS
_____UNSATISFACTORY

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____ _____ _____ _____
Evaluatee's Signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

For Rebuttal Only:

Rebuttal Attached □ Yes □ No
A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

_____ _____ _____ _____
Evaluatee's Signature Date Evaluator's Signature Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ☐ Lesson Overview
- ☐ IEP goals for each student
- ☐ Copies of any materials that will be utilized during the lesson

FORMAL EVALUATION SUMMARY

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing speech and language services to meet student needs, while focusing on continuous improvement within the SLP scope of practice. Administrators and SLPs must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous SLP growth and reflection.

This form shall be used by the evaluator upon completion of the formal observation process. The contents of this form shall be shared by the evaluator with the SLP.

Evaluatee:_____ School or Work Location:_____

Objective:_____ Evaluator:_____

Date of Final Evaluation Meeting:_____

FORMAL EVALUATION SUMMARY

THIS FINAL FORMAL EVALUATION:

_____MEETING STANDARDS
_____APPROACHING STANDARDS (SLP will be evaluated the following school year)
_____UNSATISFACTORY (SLP referred to PIP and Remediation Plan Required)

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____ _____ _____ _____
Evaluatee's Signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

FORMAL EVALUATION SUMMARY

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature Date Evaluator's Signature Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ☐ Evaluation Worksheet
- ☐ Preliminary Conference Form
- ☐ Formal and Informal Observations
- ☐ Other Documents

FORMAL EVALUATION SUMMARY

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing speech and language services to meet student needs, while focusing on continuous improvement within the SLP scope of practice. Administrators and SLPs must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous SLP growth and reflection.

This form shall be used by the evaluator upon completion of the formal observation process. The contents of this form shall be shared by the evaluator with the SLP.

Evaluatee:_____ School or Work Location:_____

Objective:_____ Evaluator:_____

Date of Final Evaluation Meeting:_____

FORMAL EVALUATION SUMMARY

THIS FINAL FORMAL EVALUATION:

_____MEETING STANDARDS
_____APPROACHING STANDARDS (SLP will be evaluated the following school year)
_____UNSATISFACTORY (SLP referred to PIP and Remediation Plan Required)

Evaluatee's signature indicates acknowledgment of receipt of observation form and does not necessarily indicate agreement.

_____ _____ _____ _____
Evaluatee's Signature Date Evaluator's Signature Date

Please be advised that this document and its attachments will be placed in your personnel file.

FORMAL EVALUATION SUMMARY

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

For Rebuttal Only:

Rebuttal Attached ☐ Yes ☐ No

A rebuttal must be submitted within 5 days of receipt of observation/final evaluation report.

Evaluatee's Signature Date Evaluator's Signature Date

If a rebuttal is submitted by the evaluatee, a follow-up conference must take place within 5 days of the evaluator's receipt of rebuttal.

Date of Follow-Up Conference: _____

Attachments:

- ☐ Evaluation Worksheet
- ☐ Preliminary Conference Form
- ☐ Formal and Informal Observations
- ☐ Other Documents

SPEECH LANGUAGE PATHOLOGIST
EVALUATION WORKSHEET - PROJECT AND REFLECTIVE ESSAY

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing speech and language services to meet student needs, while focusing on continuous improvement within the SLP scope of practice. Administrators and SLPs must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous SLP growth and reflection.

SLPC Goals and Objectives (See Article 12A.3 for complete descriptions)

1. Assessment and Reporting
2. Intervention and Therapy
3. Learning Environment
4. Collaboration and Communication
5. Ethical Standards
6. Time Management and Documentation
7. Professional Development

1. Preliminary Evaluation Conference: Prior to the end of the 17th workday
   Held on:_____

2. Pre-Project Development Conference held - Evaluatee has received a copy of the Project and Reflective Essay Form.

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

3. Project Agreed Upon: (prior to the end of the First Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

4. Project Submitted: (prior to the end of the Third Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

5. Essay Submitted: (prior to the end of the Third Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

6. Final Evaluation (must be completed between the beginning of the Fourth Quarter and no later than 30 calendar days prior to the end of the school year).

SPEECH LANGUAGE PATHOLOGIST
PERFORMANCE IMPROVEMENT PLAN (PIP)

Evaluatee_____ School/Work Location_____

Evaluator_____

Date of Unsatisfactory/Approaching Standards Final Evaluation_____

Major area(s) of concern, w/identified SLPCs, that must be addressed (List top 3 areas):

Support/Guidance recommended to address the concerns on the evaluation:

Resources and personnel to assist the unit member:

This form shall be completed by the evaluating administrator, with the input of the unit member, after having received a Tier I or Tier II Unsatisfactory or Approaching Standards Evaluation.

_____ _____

Unit Member's Signature Date Evaluator's Signature Date

SPEECH LANGUAGE PATHOLOGIST
PERFORMANCE IMPROVEMENT PLAN (PIP)

Evaluatee_____ School/Work Location_____

Evaluator_____

Date of Unsatisfactory/Approaching Standards Final Evaluation_____

Major area(s) of concern, w/identified SLPCs, that must be addressed (List top 3 areas):

Support/Guidance recommended to address the concerns on the evaluation:

Resources and personnel to assist the unit member:

This form shall be completed by the evaluating administrator, with the input of the unit member, after having received a Tier I or Tier II Unsatisfactory or Approaching Standards Evaluation.

_____ _____

Unit Member's Signature Date Evaluator's Signature Date

SPEECH LANGUAGE PATHOLOGIST

Evaluatee Support Log

Name of Evaluatee:

School/Work Location:

Meeting Date	Meeting Participants (in addition to Evaluatee)	Meeting Topic(s) (cite SLPCs referenced)	SLP reflection/Plan for Use of Strategies

This form shall be completed by the Evaluatee.

Timeline

Meeting	Date	Administrator Signature	Evaluatee Signature
Preliminary Evaluation Conference – (Prior to the end of the 17th workday)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Overview of service(s) that will be provided ❑ Student health assessment/screening ❑ Observation of an IEP Meeting ❑ Individualized Health Plan			
Post-Observation Conference (within 10 days of observation)			
Additional Observations (If required or if completed)			
Scheduled Observation: (By mutual agreement)			
Pre-Observation Conference (5 days prior to observation) ❑ Reflective Questions provided			
Formal Observation: ❑ Overview of service(s) that will be provided ❑ Student health assessment/screening ❑ Observation of an IEP Meeting ❑ Individualized Health Plan			
Post-Observation Conference (within 10 days of observation)			
Final Evaluation			
Final Evaluation: (Completed between beginning of 4th quarter and no later than 30 days prior end of school year)			

SCHOOL REGISTERED NURSE
PRELIMINARY CONFERENCE

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities of the nursing profession, while focusing on continuous improvement of the evaluatee's clinical and educational practices. Administrators and nurses must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous nurse growth and reflection.

Please mark the evaluation process which will be taking place during this school year.

☐ **TIER ONE SCHOOL REGISTERED NURSE EVALUATION**

A Tier One School Registered Nurse is a unit member who has between one and ten years of service in the Anaheim Union High School District. Tier One evaluations are done through the formal observation process. The frequency of evaluation shall take place as follows: (1) Temporary and probationary School Registered Nurses must be evaluated annually; and (2) Tier One unit members with permanent status shall be evaluated every other year.

☐ **TIER TWO SCHOOL REGISTERED NURSE EVALUATION**

A Tier Two School Registered Nurse is a tenured School Registered Nurse who has ten years of service in the Anaheim Union High School District, meets federal compliance requirements, and has received satisfactory evaluations for a minimum of the last two evaluations. Tier Two School Registered Nurses are evaluated every five years. A Tier Two School Registered Nurse may select to be evaluated using the Project and Reflective Essay or the Tier One Evaluation Process (formal observation).

☐ **Option 1: Project and Reflective Essay**

The project shall be mutually agreed upon by evaluatee and evaluator and shall be aligned with the School Nurse Standards of Practice. The requirements of the Project and Reflective Essay are outlined in Appendix E-13.

☐ **Option 2: Tier One Evaluation Process**

The evaluation shall include the School Nurse Standards of Practice. Both parties have discussed the meaning and scope of these goals and objectives at the Preliminary Evaluation Conference.

☐ **PIP REFERRED School Registered Nurse EVALUATION**

An Improving School Registered Nurse is a School Registered Nurse who has received an unsatisfactory evaluation in the previous year based on the Tier One formal observation evaluation process.

RECEIPT AND UNDERSTANDING OF EVALUATION PROCEDURES

I had my Preliminary Evaluation Conference in which I selected my evaluation option, and have discussed the School Nurse Standards of Practice with the administrator conducting the evaluation. I have a clear understanding of the evaluation process and the criteria on which I will be evaluated.

_____	_____	_____
Date	Name of Evaluatee	Evaluatee's Signature
_____	_____	_____
Date	Name of Evaluator	Evaluator's Signature

SCHOOL REGISTERED NURSE EVALUATION
PRELIMINARY CONFERENCE

The School Nurse Standards of Practice descriptors indicated below are a comprehensive and exhaustive list which will be utilized in the evaluation process. The 5Cs (collaboration, communication, creativity, critical thinking, and compassion/character) are embedded in the School Nurse Standards of Practice.

1. Standards of Practice

   The School Registered Nurse is ethical in their practices and provides competent evidence-based nursing care.

2. Care Coordination

   The Registered School Nurse collects and analyzes pertinent data to identify student health needs and nursing diagnoses and uses evidence-based information to develop student individualized healthcare plans (IHP). They provide training for school personnel aon safety protocols and procedures and develop plans for emergency care. The Registered School Nurse conducts health screenings and performs effectively in emergencies, delegating tasks appropriately. They communicate effectively, documenting interventions and activities appropriately in Aeries and refusing student IHPs as appropriate. The Registered School Nurse monitors and maintains health records for each student and participates in the MAA/LEA/Medical programs.

3. Staff Relationships and Quality Improvement

   The School Registered Nurse maintains professional working relationships with other school nurses and staff, and evaluates one's own and others' nursing practice. They demonstrate effective communication with staff, parents/guardians, and healthcare providers. The School Registered Nurse participates in or contributes to Individual Educational Plans, evaluates progress toward attainment of goals and outcomes, and serves as case manager for students with acute or chronic health needs.

4. Professional Leadership

   The School Registered Nurse demonstrates professionalism in behaviors, time management, dependability, resource utilization, and ethical practice. They participate in professional development continuing education programs to enhance their knowledge and nursing skills. The School Registered Nurse consults with students' healthcare providers for further guidance on providing appropriate support for their health management at school. They utilize appropriate resources to plan, provide, and sustain evidence-based nursing services that are safe, effective, and fiscally responsible. The School Registered Nurse provides training and supervision to staff on specialized healthcare services.

5. Community and Public Health

The School Registered Nurse utilizes health promotion, education, and prevention activities to maintain and improve the health and safety of the school environment. They practice in an environmentally healthy and safe manner that is congruent with cultural diversity and inclusion principles.

☐ **Tier One** ☐ **Tier Two** ☐ **PIP Referred**

REFLECTIVE QUESTIONS FOR POST-OBSERVATION CONFERENCE
(to be distributed prior to the formal observation)

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities of the nursing profession, while focusing on continuous improvement of the evaluatee's clinical and educational practices. Administrators and nurses must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous nurse growth and reflection.

The Evaluatee shall supply the Evaluator with the following information for the observation period:

- Overview of service(s) that will be provided
- Individualized Health Plan
- Any applicable student health assessment/screening documents

Reflective Questions for Guided Conversation:

Please reflect upon the following questions. The evaluator and evaluatee may discuss some or all of the following questions at the post-observation conference:

How do I interact with students regarding their health needs?

How do you build and maintain professional relationships with other school staff and nurses?

Can you provide an example of effective collaboration with teachers, parents, or healthcare providers to support a student's health needs?

How do you identify and assess the health needs of individual students, and how does this guide the development of their Individualized Healthcare Plans (IHPs)?

What activities contribute to your professional growth? How do you stay informed about updates to best practices in school nursing and apply them to your role?

UNLIMITED YOU

501 NORTH CRESCENT WAY, ANAHEIM, CA 92801
STUDENT SUPPORT SERVICES

School Registered Nurse Performance Evaluation Tool

School Nurse: _____ School Year: _____

Worksite(s) /Program(s): _____

Status of Nurse: _____ Tier 1 _____ Tier 2 _____ Improving

Rating Scale:

(M) Meets (A) Approaching (U) Unsatisfactory (NO) Not Observed

1. Standard of Practice	**M**	**A**	**U**	**NO**
1.a Demonstrates ethical practices. 1.b Provides competent evidence-based nursing care.				
2. Care Coordination	**M**	**A**	**U**	**NO**
2.a Collects and analyzes pertinent data to identify student health needs and nursing diagnoses (e.g., health screening results, health forms, clinic visits) for the school population.				
2.b Uses evidence-based information to develop student individualized healthcare plans (IHP) to achieve expected outcomes to specific interventions.				
2.c Provides training for school personnel on safety protocols and procedures related to student's health conditions, as needed.				
2.d Develops plans for emergency care. Collaborate with school personnel in crisis/disaster planning.				
2.e Conducts health screenings for IEP, state-mandated, and as required with referrals as appropriate.				
2.f Performs effectively in emergency situations, delegates tasks appropriately.				
2.g Communicates effectively in all areas of practice. Documents interventions and activities appropriately in Aeries.				
2.h Revises student IHPs as appropriate.				
2.i Monitors and maintains health records for each student, including the update of immunization requirements/ TB assessments/ Tdap according to legal mandates and district's policy.				
2.j Participates in the MAA/LEA/Medical programs- providing accurate documentation required for program support.				
3. Staff Relationships/ Quality Improvement	**M**	**A**	**U**	**NO**
3.a Maintains a professional working relationship with other school nurses and staff.				
3.b Participates in or contributes to Individual Educational Plans.				
3.c Demonstrates effective communication with staff, parents/guardians/ healthcare providers.				
3.d Evaluates progress toward attainment of goals and outcomes.				
3.e Serves as case manager for students with acute or chronic health needs.				

3.f Evaluates one's own and others' nursing practice.				
4. Professionalism/ Leadership	**M**	**A**	**U**	**NO**
4.a Demonstrates professionalism in behaviors, time management, dependability, resource utilization, and ethical practice.				
4.b Participates in professional development/continuing education programs to enhance knowledge and nursing skills.				
4.c Consults with student's healthcare providers for further guidance on providing appropriate support for their health management at school.				
4 d Utilizes appropriate resources to plan, provide, and sustain evidence-based nursing services that are safe, effective, and fiscally responsible.				
4.e Provides training and supervision to staff on specialized healthcare services.				
5. Community/ Public Health	**M**	**A**	**U**	**NO**
5.a Utilizes health promotion, health education, and prevention activities to maintain and improve the health and safety of the school environment. 5.b Practices in a manner that is congruent with cultural diversity and inclusion principles. 5.c Practices in an environmentally safe and healthy manner.				

Commendations:

Recommendations:

OVERALL EVALUATION:

❑ Meets ❑ Approaching ❑ Unsatisfactory

In accordance with Education Code Section 44663, you have the right to comment upon this document (or any statement that may be contained herein) in writing, and you may have your written comments attached to this document in your Personnel File.

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

Signature of School Nurse _____ Date _____

Signature of Evaluator _____ Date _____

SCHOOL REGISTERED NURSE
EVALUATION WORKSHEET - PROJECT AND REFLECTIVE ESSAY

Mission Statement: The District and the Association agree that an effective evaluation system recognizes the complexities involved in providing nursing services to meet student needs, while focusing on continuous improvement within the School Registered Nurse scope of practice. Administrators and School Registered Nurses must work together to build a collaborative and trusting environment to achieve that goal. While formal evaluation occurs every two to five years, it should not be considered an isolated event without connection to continuous School Registered Nurse growth and reflection.

School Registered Nurse Standards of Practice (See Article 12B.3 for complete descriptions)

1. Standards of Practice
2. Care Coordination
3. Staff Relationships and Quality Improvement
4. Professional Leadership
5. Community and Public Health

1. Preliminary Evaluation Conference: Prior to the end of the 17th workday
   Held on:_____

2. Pre-Project Development Conference held - Evaluatee has received a copy of the Project and Reflective Essay Form.

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

3. Project Agreed Upon: (prior to the end of the First Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

4. Project Submitted: (prior to the end of the Third Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

5. Essay Submitted: (prior to the end of the Third Quarter)

_____	_____	_____	_____
Evaluatee's Signature	Date Held	Evaluator's Signature	Date Held

6. Final Evaluation (must be completed between the beginning of the Fourth Quarter and no later than 30 calendar days prior to the end of the school year).

SCHOOL REGISTERED NURSE
PERFORMANCE IMPROVEMENT PLAN (PIP)

Evaluatee_____ School/Work Location_____

Evaluator_____

Date of Unsatisfactory/Approaching Standards Final Evaluation_____

Major area(s) of concern, w/identified Standards of Practice, that must be addressed (List top 3 areas):

Support/Guidance recommended to address the concerns on the evaluation:

Resources and personnel to assist the unit member:

This form shall be completed by the evaluating administrator, with the input of the unit member, after having received a Tier I or Tier II Unsatisfactory or Approaching Standards Evaluation.

_____ _____

Unit Member's Signature Date Evaluator's Signature Date

SCHOOL REGISTERED NURSE

Evaluatee Support Log

Name of Evaluatee: School/Work Location:

Meeting Date	Meeting Participants (in addition to Evaluatee)	Meeting Topic(s) (cite Standards of Practice referenced)	School Registered Nurse reflection/ Plan for Use of Strategies

This form shall be completed by the Evaluatee.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

WORKDAY START TIME

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that when a site modifies the students' normal instructional day to an earlier start time with the purpose of using the accrued minutes to provide for staff development time, that bargaining unit members' work day start time will remain at the time that existed prior to the change in the students' start day.

For example, if the old bell schedule had the students starting at 8:00am, the teachers' workday began at 7:30am. If the new bell schedule has the students starting at 7:50am, then the teachers' workday still begins at 7:30am.

This agreement is dated: June 23, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

INDEPENDENT LEARNING CENTER

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that the Independent Learning Center's program has unique staff needs. Therefore, the Independent Learning Center will be staffed through a process rather than a transfer.

The workday at the Independent Learning Center may consist of flexible hours into the early evening. Nights and weekends are excluded from the workday hours for bargaining unit members assigned to the independent Learning Center. The overall workday hours in a typical week will approximate those commonly found at the other sites.

If bargaining unit members are assigned to work in the summer, they will receive their per diem pay and benefits for the additional work year hours.

If a bargaining unit member at the Independent Learning Center is working without a conference period, section 14.8 of the contract applies.

Section 10.6 regarding the lunch period applies to bargaining unit members at the Independent Learning Center.

This agreement is dated: March 24, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

GRIEVANCE FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

Date:

Grievant(s):

School/Office:

(If additional space is needed at any point, please attach additional sheets.)

Specify contract article and section allegedly misinterpreted or improperly applied:

Statement of nature of grievance and summary of specific events which led up to the grievance:

Remedy requested:

Date _____ Grievant's Signature _____

Pre-Discussion (if any) Date: _____

STEP 1 PRINCIPAL/SUPERVISOR Date of Step 1: _____

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

---

STEP 2 SUBMISSION TO ADMINISTRATIVE REPRESENTATIVE of the BOARD

(within 20 days from the date of the occurrence or when reasonably known)

Date of submission _____ Grievant's Signature _____

Date of Step 2 hearing _____ (within five days after the filing of the grievance)

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

Date _____ (within five days after the Step 2 hearing)

Administrative Representative of the Board Signature_____

GRIEVANCE FORM

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

STEP 3 APPEAL TO THE SUPERINTENDENT

(within five days after the termination of Step 2)

Date of submission _____ Grievant's Signature _____

Statement of Reason for Appeal:

Date of Step 3 hearing _____ (within ten days after the receipt of the appeal)

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

Date _____ (within five days after the Step 3 hearing)

Superintendent's Signature_____

Appeal to ARBITRATION

Date _____ Grievant's Signature _____

ARBITRATION

Date of submission to Arbitration_____ Date of hearing _____

____ Grievance Sustained ____ Grievance Conditionally Sustained ____ Grievance Denied ____ Grievance Denied in part

FINAL DISTRIBUTION: Copies to: Superintendent, Grievant, Respondent, ASTA
Revised 2-2012

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

INSTRUCTIONAL PERIODS AT TRADITIONAL AND SPECIALIZED SITES/PROGRAMS

The Anaheim Secondary Teachers Association (ASTA) and the Anaheim Union High School District (AUHSD) agree there are currently specialized programs and school sites that serve unique student needs such as Polaris (Independent Studies), Gilbert High School (Continuation), Hope School, Oxford Academy, Community Day School and the Independent Learning Center. It is also agreed there may be other innovative specialized programs that will serve students in the future. It is recognized that unique structures and schedules may be developed to accommodate the needs of these programs and may be different than traditional comprehensive high schools and junior high schools.

Therefore it is agreed and clarified that:

Traditional comprehensive high schools have a six (6) instructional period structure. Teachers in this setting are assigned to teach five (5) instructional periods with one (1) conference period.

- Traditional comprehensive junior high schools have a seven (7) instructional period structure. Teachers in this setting are assigned to teach six (6) instructional periods with one (1) conference period.

- Structures that increase or reduce the number of instructional periods at traditional comprehensive high schools and junior high schools will require an ASTA waiver or a negotiated agreement through contract language or MOU.

- Advisory, SSR, cluster or other non-instructional periods are not counted as instructional periods listed above.

It is further agreed that:

- Non-traditional/non-comprehensive schools that meet the specialized needs of students may have a structure with more or less instructional periods compared to the traditional comprehensive structure listed above.

- These non-traditional structures at non-traditional sites are not a violation of the contract and therefore do not require an ASTA waiver vote as long as other provisions of the contract are followed.

- If a staff member is involuntarily transferred to or currently works at a specialized site with a non-traditional structure prefers to be assigned to a comprehensive school site, he/she may request a transfer. Requests are subject to availability and must be compliant with proper credential authorization.

It is also agreed that:

- All other provisions of the ASTA/AUHSD contract apply to unit members at both the traditional comprehensive and specialized sites and programs unless otherwise specified in the contract.
- Article 14.8 applies only to unit members who teach an additional instructional period in lieu of their assigned conference period.
- If it becomes necessary to waive contract language the following must occur prior to an ASTA vote is held:
    - The Assistant Superintendent of Human Resources and ASTA President will agree in writing the exact contract language to be waived. This information will be shared with the unit members at the site and included on the voting ballot.
    - The District representative and ASTA representative will attend an informational meeting at the school site to clarify and discuss the potential impact of the contract language waiver.

This MOU agreement is effective June 12, 2013 and resolves any present or past dispute.

Russell Lee-Sung
Assistant Superintendent
Human Resources

Joanne Fawley
President
ASTA

MUTUAL AGREEMENT TO EXCEED
ARTICLE 11.9 AND 11.9.1
STUDENT LOAD MAXIMUMS

ANAHEIM UNION HIGH SCHOOL DISTRICT – ASTA Bargaining Unit

This form is to be used for exceeding the maximum student load for bargaining unit members outlined in Article 11.9 and 11.9.1 only.

School:

Teacher:

Department:

Course(s):

Applicable Period of the Agreement (Not to exceed the current school year):

Rationale for Exceeding the Maximum

Student Load

Current Student Load _____ Date _____

Agreed to Student Load _____ Effective Date _____

Agreement Signatories

Date _____ Unit Member's Signature _____

Date _____ Administrator's Signature _____

FINAL DISTRIBUTION: Copies to: AUHSD Human Resources, ASTA, Unit Member, Site Principal, 10-2017

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Dual Enrollment

The Anaheim union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree dual enrollment courses benefit students in that they provide opportunities for high school students to experience college level courses at no cost, provide high school and college credit and serve as indicators of college and career readiness as a local indicator on the California Dashboard.

In partnering with local community colleges to provide dual enrollment courses in core areas, it provides an opportunity for the high school teacher that would have normally taught the class to provide support in another class offering. The District and ASTA agree that the intent of these opportunities is to reduce class size in the affected department(s).

1. The following formula shall be used to determine the reduced student loads for the affected department(s). Department sections will be determined before dual enrollment is considered using current student load language (Article 11: Class Size). Department sections will be determined before dual enrollment is considered using current student load language. The number of department sections will be maintained no matter the number of dual enrollment sections added within the department.
2. Any bargaining unit member for whom dual enrollment creates an additional course preparation shall receive an annual stipend of $1,207 (2.05%) as described in Article 14.3.8.3.

Furthermore, it is also the intent for the additional course offering to be provided in the same core department that the high school teacher belongs to. If the teacher will be utilized to teach an additional course outside the department, the Assistant Superintendent of Education and the ASTA President shall meet and confer in advance of the decision becoming final in order to discuss the reasoning for the decision, as well as to discuss alternative solutions.

This MOU is dated: March 9, 2021

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President
Anaheim Secondary Teachers Association

APPENDIX K

Type text here

Embedded Dual Enrollment/Class Size Reduction Worksheet for Core Class Areas

Site	

Embedded Dual Enrollment Course offered	
Grade level of students in Embedded Course	
Department Affected	
Course the department will apply extra students to	

Per ASTA contract, the maximum teacher load is 195 students = 39 average per class.

Before DE students are added

	/		=	
# of students projected in Department Course		Target class size		# of projected sections (before DE students are factored in)

	/		=	
# of students projected in Department Course		# of projected sections		Average class size before DE students are added

After DE students are added

	+		=		/		=	
# of students projected in Department Course		# of Students projected in DE course		Total number of students for section allocation		Average class size		# of projected sections

Evidence of Class Size Reduction

	/		=	
# of students projected in Department Course (without DE students included)		# of Projected Sections after DE students are added		Average class size after DE students are added

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH-LANGUAGE PATHOLOGIST (SLP) WORKLOAD

2023-2024 and 2024-2025

The Anaheim Union High School District (District) and the Anaheim Secondary Teachers Association (ASTA) agree to form a joint work group to revise the weighted workload calculation tool for Speech-Language Pathologists, including any necessary adjustments to account for Speech-Language Pathology Assistant (SLPA) support, the timeframes related to the "Frequency of Workload Completion" (Article 11.9.2.1), and to consider a stipend for SLPs who provide supervision to others. The Assistant Superintendent of Human Resources and the ASTA President shall meet to determine the size and composition of the work group to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to ASTA representatives in recognition of service provided on work group meeting days. The work group shall be formed no later than thirty (30) days after the parties reach a final settlement for the 2023-24 bargaining process, and report its recommendations no later than May 23, 2024. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

For the 2023-2024 and 2024-2025 school years, the District and ASTA mutually agree to extend the MOU dated November 15, 2022, providing for workload stipends (Appendix M) through the first unit member work day of the 2025-2026 school year, with the understanding the SLP staffing is based on workload only (not caseload). The District and Association may agree to extend this MOU by mutual agreement. Should a contractual agreement be reached regarding the above during the 2024-2025 school year, the applicable language from the Tentative Agreement shall become effective upon ratification of the agreement.

This agreement is dated: 11/9/23

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) WORKLOAD STIPENDS

2022-2023

For the SLP workload identified in Article 11.9.2, maximums may be exceeded based on SLP staffing needs at specific sites.

Should the unit member's workload be increased beyond the contractual maximum of 70, the District agrees to pay a stipend to said unit member as follows:

Percentages below shall be applied to Column II, Step 1 of the Teacher Salary Schedule (Appendix B)

EXTRA WORKLOAD	PAY PER SEMESTER	PERCENTAGE
1-5 beyond the max	$3,555	5.4
6-10 beyond the max	$7,110	10.8

Under no circumstances shall a unit member have a workload over 80, with the exception of Hope School. The workload maximum for Hope School shall be 90.

A higher workload maximum for Hope School has been established in recognition of its unique service delivery models and practices, which include the following:

- Hope teachers write IEP communication goals for students on their workload in collaboration with an SLP, rather than the SLPs writing all communication goals.
- Speech-language services are primarily provided in a push-in setting, rather than a pullout model, as a push-in service delivery supports generalization of skills for students with moderate to severe disabilities.
- All 7th, 8th, and 9th graders at Hope are enrolled in a Communication class. All 10th, 11th, 12th and Adult Transition students who receive speech-language services are enrolled in a Communication class. SLPs consult with the Communication class teachers to ensure that students are making progress on their communication goals.

This agreement shall remain in effect until the first unit member work day of the 2023-2024 school year. The District and Association may agree to extend this MOU by mutual agreement.

This agreement is dated: November 15, 2022

Brad Jackson (Nov 28, 2022 08:25 PST)

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster (Nov 27, 2022 15:26 PST)

Grant Schuster
President
ASTA

WEIGHTED CASELOAD

NAME:
DATE:

PURPOSE: To provide relevant data to ensure equity in the allocation of site support.

			SERVICE MINUTES (ADJUST ACCORDINGLY):						OTHER ADJUSTABLE:	ADDITIONAL WEIGHTS (WEIGHT IS A CONSTANT - DO NOT ADJUST WEIGHT):							
			SERVICE MINUTES														
#	Last Name	First Name	28x20-40	24x20-40	20x20-40	14x20-40	10x20-40	<10x20	ADULT TRANSITION OFFSITE SESSIONS:	Case Carrier	IND Services	High Profile	AAC Device	Placed at more than one school	Ancillary Required Meetings (SWD, EMT, etc.)	Supervision (CF only, not interns)	TOTAL WEIGHT
ASSUMPTIONS: **1. 1FW=full weight based on 28x/yr x 20-40 min** **2. HM=hours/month for weight calculations based on 7.5 hrs/day contract * 5 days/wk * 4 weeks/mo = 150 hours/month**			1	= 24/28	= 20/28	= 14/28	= 10/28	= 8/28	Weight based on 2 hours per offsite group per month	Weight based on 2 hrs/mo calculated as 2HM / 1FW	Weight based on 1FW	Weight based on 1 hr/mo calculated as 1HM/1FW	Weight based on 1 hr/mo calculated as 1HM/1FW	Weight based on 2 hrs/mo calculated as 2HM/1FW	Weight based on 3 hrs/mo calculated as 3HM/1FW	Weight based on 5 hrs/mo calculated as 5HM / 1FW	
WEIGHT:			1.000	0.857	0.714	0.500	0.357	0.286	=0.013*[# of offsite groups]	0.013	1.000	0.007	0.007	0.013	0.020	0.033	
ADDITIONAL WEIGHTS:																	0.00
SUPERVISION OF CF [INSERT NAME OF CF]:																	0.00
1																	0.00
2																	0.00
3																	0.00
4																	0.00
	Total																0.00

Total Students	Weighted Caseload
	0

Triennials Semester 2	Outstanding Initial Evals

Other information to consider:

APPENDIX M

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Induction / Teacher Support Network – Articles 21 and 22

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to continue the joint work group established by the MOU dated November 15, 2022, to accomplish two tasks: a) review and recommend changes as the District moves from the Beginning Teachers Support and Assessment Program to the Induction Model, and b) review and recommend changes to the current Peer Assistance Review program as it is reestablished as the Teacher Support Network.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall report its recommendations no later than May 26, 2024. The Assistant Superintendent of Human Resources and the Association President previously met to determine the size and composition of the work group, to which the parties appointed their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: 11/9/23

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

COMMUNITY SCHOOLS

Vision

The District and ASTA are fully committed to the community school model to create schools where students, staff, families, and community partners are engaged and work through collaborative leadership to expand student opportunities and address the needs of the whole child, and prepare them for college, career and life readiness through the Career Preparedness Systems Framework (CPSF). This approach will support and guide teachers and all educational partners to foster thriving students, families, schools, and communities through an equity lens.

District Steering Committee

The District Steering Committee has been empowered and given a level of autonomy to lead the work and will provide recommendations to the Cabinet.

- Shall include an equal balance between District Employees (includes ASTA, District, and site staff) and Community Members (includes students, parents, and community partners)
- District and ASTA co-chair the District Steering Committee
- Shall provide direction, guidance, and support for site implementation teams
- Shall be primarily responsible for the community school budget with guidance, support, and approval from the District in accordance with the requirements of the California Community Schools Partnership Program (CCSPP).
- Shall establish and oversee subcommittees that:
    - Will ensure subcommittee work is in alignment with California Community Schools Partnership Program (CCSPP) grant guidelines.
    - Are in collaboration and build cohesion with District initiatives, including a deep focus on high-quality teaching and the development/use of a strong and proven curriculum.
    - Shall include, but are not limited to needs and assets assessment, professional learning, site team parameters, and grant writing.

Community Schools Site Teams

- Co-chaired by the Community School Teacher Lead and Community School Coordinator.

- Site teams shall have the ability to make recommendations to the District Steering Committee and to school site governance structures.
- Site teams shall have the same proportionality and composition of educational partners as the District Steering Committee.
- Community schools site teams will work in collaboration with already established site teams i.e., Site Leadership Team (SLT), School Site Council (SSC), College and Career Access Team (CCAT), etc. to create cohesion and alignment with District initiatives.

Teacher Lead Position

The Community School Site Teacher Lead will provide resources and professional development to school site staff, ensuring a teaching and learning environment that fosters a social and emotional support system; strong, relevant curriculum and high-quality instruction through the Career Preparedness Systems Framework (CPSF); and effective family and community engagement.

- A halftime release Teacher Lead will be provided for each community school.
- Job duties and responsibilities as determined by the co-created (District/Steering Committee) job description.

This MOU shall be in effect for the duration of the California Community School Partnership Program.

This agreement is dated: 1/11/24

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President
ASTA

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2025

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2025:

PPO Plan

- Increase deductible from $275 individual/ $1,100 family to $325 individual/ $1300 family
- Increase Rx copay from $7/$25/$50 to $10/$30/$60

EPO Plan

- Increase OV and SP copays from $20 OV/ $20 SP to $25 OV/ $25 SP
- Increase Rx copay from $7/$25/$50 to $10/$30/$60; AND
- Increase outpatient surgery from 100% to $150 copay

The current maximum District contribution to the blended super composite rate is $20,559. For calendar year 2025, the maximum District contribution to the blended composite rate will be $20,559

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/1/2024

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President, Anaheim Secondary
Teachers Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) EVALUATION TOOL

2025-2026 and 2026-2027

On October 24, 2023, AUHSD and ASTA agreed to form a joint work group to create an evaluation tool for speech and language pathologists (SLPs) to be considered for incorporation into Article 12 and Appendix E. The work group met and developed Article 12 and Appendix E recommendations, and having considered those recommendations, AUHSD and ASTA hereby agree to implement the recommendations in the form attached to this MOU for evaluation years 2025-2026 and 2026-2027. This MOU shall become the starting point for negotiations on the issue during collective bargaining for future evaluation years.

This agreement is dated: 11/21/24

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

NURSE EVALUATION TOOL

2025-2026 and 2026-2027

On October 24, 2023, AUHSD and ASTA agreed to form a joint work group to create an evaluation tool for nurses to be considered for incorporation into Article 12 and Appendix E. The work group met and developed Article 12 and Appendix E recommendations, and having considered those recommendations, AUHSD and ASTA hereby agree to implement the recommendations in the form attached to this MOU for evaluation years 2025-2026 and 2026-2027. This MOU shall become the starting point for negotiations on the issue during collective bargaining for future evaluation years.

This agreement is dated: 12/13/24

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President
ASTA

AUHSD response to ASTA Proposal 12/13/24

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

EVALUATION PROCEDURES – PERFORMANCE TASK ASSESSMENTS (PTA)

2024-2025

AUHSD and ASTA agree to continue the 2023-2024 joint work group created to revise Article 12 and Appendix E to incorporate the PTA into the evaluation procedures for teachers, utilizing as a starting point the "Guiding Principles for Performance Task Assessments" and "Innovation Design Template" for PTAs attached to and incorporated in this Memorandum of Understanding.

The composition of and the appointees to this work group shall remain the same for the 2024-2025 school year. The Assistant Superintendent of Human Resources and the ASTA President shall determine their respective representatives and replacement representatives when an appointee is no longer able to serve. AUHSD and ASTA agree that the work group will continue to include, at a minimum, two mutually agreed upon curriculum specialists, one mutually agreed upon community schools teacher lead, one mutually agreed upon 5Cs coach, up to four at-large unit members selected by ASTA, and up to four administrators selected by AUHSD. Release time or the certificated hourly rate of pay shall be provided to ASTA unit members in recognition of service provided on work group meeting days. The work group shall report its recommendations by no later than April 1, 2025. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining. The above dates may be altered by mutual agreement.

During the 2024-2025 school year, the work group shall pilot the use of the PTA**, using the recommendations in the form attached to this MOU,** with Tier Two teacher volunteers who are not required to be evaluated as per the AUHSD/ASTA Agreement. The work group shall meet regularly throughout the school year to receive feedback and suggestions from the teachers and site administrators involved in the pilot. The work group shall utilize this information to adjust the PTA process proposed for incorporation into the evaluation procedures, including Agreement language and associated forms.

This agreement is dated: 12/13/24

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President
ASTA

EXPIRED MEMORANDA OF UNDERSTANING

APPENDIX AA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:

The blended super composite rate will remain at $15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 30, 2020

Brad Jackson (Oct 1, 2020 08:58 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster (Oct 1, 2020 08:58 PDT)

Grant Schuster
President
Anaheim Secondary Teachers Association

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2022

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2022:

Medical Insurance

EPO
- Add Cochlear Implants
- Add travel and lodging benefit for transplant surgery, when the hospital is 75 miles or more from the place of residence, provided the expenses are authorized in advance

PPO
- Add Cochlear Implants
- Eliminate physician supervised Weight Loss Programs at a medical facility for Employees Only and capped at a Lifetime Maximum of $1,000 (covered weight loss services will continue outside of this specific program)
- Add genetic testing covered under laboratory tests (comparable to coverage provided under the EPO plan)
- Add travel and lodging benefit for transplant surgery, when the hospital is 75 miles or more from the place of residence, provided the expenses are authorized in advance

Prescription Coverage through Express Scripts, Inc.
- Implement Advanced Utilization Management with Advantage Plus Program (Step Therapy remains in the program)
- Implement Screen Rx to identify and conduct outreach with patients that are nonadherent to their medications
- Implement Member Pays the Difference to promote the use of lower cost medications (members pay the difference when choosing a brand name drug over a generic equivalent, Dispense as Written 1 prescriptions still honored)
- Implement Livongo Hypertension so patients receive free blood pressure monitor, coaching and access to digital programs
- Implement Safeguard Rx Neurological Care Value Program to assist members with epilepsy and migraines

The current maximum District contribution to the blended super composite rate is $16,244. For calendar year 2022, the maximum District contribution to the blended super composite rate will be $16,244.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: November 3, 2021

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President
Anaheim Secondary Teachers Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) CASELOAD WORK GROUP

2020-2021

The District and Association agree to form a joint work group to create a workload model for speech and language pathologists (SLP) that will ultimately replace the caseload language in Article 11.9.2. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the certificated Hourly Rate of Pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than October 1, 2020. The product of this group shall be shared with the parties' respective negotiation teams no later than March 31, 2021. These dates may be altered by mutual agreement.

This agreement is dated: January 27, 2021

Brad Jackson
Assistant Superintendent,
Human Resources

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) CASELOAD STIPENDS

2020-2021

For the SLP caseload identified in Article 11.9.2, maximums may be exceeded based on SLP staffing needs at specific sites.

Should the unit member's caseload be increased beyond the contractual maximum of 70, the District agrees to pay a stipend to said unit member as follows:

Percentages below shall be applied to Column II, Step 1 of the Teacher Salary Schedule (Appendix B)

EXTRA CASELOAD	PAY PER SEMESTER	PERCENTAGE
1-5 beyond the max	$3,072	5.4
6-10 beyond the max	$6,145	10.8

Eligible SLPs shall be retroactively paid their applicable stipend for the First Semester of the 2020-21 school year.

Under no circumstances shall a unit member have a caseload over 80, with the exception of Hope School. The caseload maximum for Hope School shall be 90.

A higher caseload maximum for Hope School has been established in recognition of its unique service delivery models and practices, which include the following:

- Hope teachers write IEP communication goals for students on their caseload in collaboration with an SLP, rather than the SLPs writing all communication goals.

- Speech-language services are primarily provided in a push-in setting, rather than a pull-out model, as a push-in service delivery supports generalization of skills for students with moderate to severe disabilities.
- All 7th, 8th, and 9th graders at Hope are enrolled in a Communication class. All 10th, 11th, 12th and Adult Transition students who receive speech-language services are enrolled in a Communication class. SLPs consult with the Communication class teachers to ensure that students are making progress on their communication goals.

This agreement shall remain in effect until the first unit member work day of the 2021-2022 school year. The District and Association may agree to extend this MOU by mutual agreement.

This agreement is dated: January 27, 2021

Brad Jackson
Assistant Superintendent,
Human Resources

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) CASELOAD REPORTING

2020-2021

Each SLP shall self-report his/her caseload number on the last workday of the 4th week following the start of each academic year (the "First Caseload Number"). The First Caseload Number shall be reported in a shared Google Doc that shall be distributed to each SLP by the Department Chair prior to the First Caseload Number due date. For every month thereafter, each SLP shall self-report his/her caseload number in the shared Google Doc by the 15th of each month. The caseload average for the semester, based upon SLP monthly self-reports of caseload numbers, shall be used to determine earned stipends for the previous semester and the amount of the stipends, as per the *2020-21 Speech and Language Pathologist (SLP) Caseload Stipends Memorandum of Understanding*, .

The District shall share information upon request of the Association.

The information gathered shall be used to assist in the creation of a new workload model, as per the *2020-21 Speech and Language Pathologist (SLP) Caseload Work Group Memorandum of Understanding*.

This agreement shall remain in effect until the first unit member work day of the 2021-2022 school year. The District and Association may agree to extend this MOU by mutual agreement.

This agreement is dated: January 27, 2021

Brad Jackson
Assistant Superintendent,
Human Resources

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND THE

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

The Anaheim Union High School District and the Anaheim Secondary Teachers Association agree to the modification of the 2021-2022 Student/Teacher Calendar to include the following.

1. For the 2021-2022 school year, the work year for certificated employees shall be 187 days (185 base contract days plus two (2) additional days for the 2021-2022 school year only at the regular daily rate of pay). The additional two (2) days will not be included in any future wage increase calculation.
2. The two (2) additional days shall be August 5, 2021 and August 6, 2021.
3. The first day for students remains August 11, 2021.
4. The first two (2) additional Teacher Days shall be divided into two (2) separate, uninterrupted blocks of time in order for teachers to prepare their classrooms prior to the start of the first Student Day of the new school year. One block of time on each of these days shall be devoted to classroom preparation and the other block of time shall be devoted to district mandated professional learning activities. The block of time devoted to professional learning activities shall occur from 7:30 am to 11:30 am. Classroom preparation shall not include the unit member's duty-free lunch.
5. The second two (2) Teacher Days, as per Article 10.1.2, shall be divided into two (2) separate, uninterrupted one-half days (3.25 hour blocks each) in order for teachers to prepare their classrooms prior to the start of the first Student Day of the new school year. One block of time on each of these days shall be devoted to classroom preparation and the other block of time shall be devoted to professional learning activities. Classroom preparation shall not include the unit member's duty-free lunch.

   The last day of the work year shall be a Teacher Day and shall not include professional learning activities.

This MOU is dated: February 19, 2021

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President
Anaheim Secondary Teachers Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Peer Assistance & Review – Article 22

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to recommend:

- Updated procedures and practices to support teachers participating in the PAR process.
- Contract language that reflect the procedures and practices to be followed regarding the PAR process.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Student Discipline – Article 13.6

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to recommend:

- Support systems that assist teachers in learning and effectively implementing Multiple Tiered Systems of Support (MTSS), Positive Behavioral Intervention Systems (PIS) and Restorative Practices.

- Contract language that incorporates MTSS, PBIS and Restorative Practices.

The joint work group shall also serve to provide input regarding the implementation of such practices and support systems. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Department Supplies

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree for the 2015-2016 school year only, each department designated by the Departments indicated in Article 14.2.3 shall receive $500 per year for supplies related to classroom teaching.

This agreement is dated: January 11, 2016

Brad Jackson Assistant Superintendent Human Resources	Dean Elder President ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Special Education Taskforce for Caseload Management

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree that properly managing special education teacher caseloads presents unique challenges. The parties agree to form a joint work group to assess the District's current models of service delivery in inclusive settings and to make any recommended changes to that model.

This work group shall be formed prior to February 1, 2016, and report its recommendations by no later than May 1, 2016. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. The work group shall include representatives from the following positions: special and general education teachers, psychologists, speech and language pathologists, counselors, and program specialists. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days.

The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: January 11, 2016

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING
BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Beginning Teachers Support and Assessment Program – Article 21

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to review and recommend changes as the District moves from the Beginning Teachers Support and Assessment Program to the Induction Model.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed prior to October 1, 2017, and report its recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Article 8: Leaves

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to for the following purposes:

- To review Article 8.20 Extended Illness Leave for compliance with recent legislative changes. Any findings or recommendations coming from the joint work group will be provided to the bargaining teams.

- To review Article 8.23 Catastrophic Leave, Board Policy 6602 and Education Code provisions for consistency. Any findings or recommendations coming from the joint work group will be provided to the bargaining teams.

This work group shall be formed prior to October 1, 2017, and provide any findings or recommendations no later than June 1, 2018. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: June 15, 2017

Brad Jackson
Assistant Superintendent
Human Resources

Dean Elder
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SENIOR HIGH ATHLETICS EXTRA SERVICE PAY WORK GROUP

2022-2023

The District and Association agree to form a joint work group to revise the Senior High School Athletics Extra Service Pay Schedule (Appendix C). The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the certificated Hourly Rate of Pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than January 17, 2023. The product of this group shall be shared with the parties' respective negotiation teams no later than April 30, 2023. These dates may be altered by mutual agreement.

This agreement is dated: November 15, 2022

Brad Jackson (Nov 28, 2022 08:26 PST)

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster (Nov 27, 2022 15:25 PST)

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Induction / Teacher Support Network – Articles 21 and 22

The Anaheim Secondary Teachers Association (Association) and the Anaheim Union High School District (District) agree to form a joint work group to accomplish two tasks: a) review and recommend changes as the District moves from the Beginning Teachers Support and Assessment Program to the Induction Model, and b) review and recommend changes to the current Peer Assistance Review program as it is reestablished as the Teacher Support Network.

The joint work group shall also serve to provide input regarding the implementation of such practices. This work group shall be formed by the first of the month following Board of Trustees approval of the 2022-23 agreement and report its recommendations no later than May 26, 2023. The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the work group, to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: November 15, 2022

Brad Jackson (Nov 28, 2022 08:25 PST)

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster (Nov 27, 2022 15:48 PST)

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

Community Schools

The Association and the District are fully committed to the community schools model to create schools where students, staff, families and community partners are engaged and work through collaborative leadership to expand student opportunities and address the needs of the whole child.

The Association and the District agree to form a workgroup to make recommendations to the parties regarding the key structures and processes of the District's Community Schools Program. The work group shall be formed within the first month following the Board of Trustees approval of the 2022-23 AUHSD/ASTA Agreement. The workgroup shall consist of the current members of the District Community Schools Steering Committee and the Assistant Superintendent, Educational Services. Release time or the certificated hourly rate of pay shall be provided to Association representatives serving on the work group in recognition of service provided on work group meeting days.

The recommendations from this work group shall be referred back to the District and Association bargaining teams by no later than February 28, 2023, and shall become the starting point for negotiations of a Memorandum of Understanding between the District and the Association.

This agreement is dated: October 25, 2022

Brad Jackson (Nov 28, 2022 08:24 PST)

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster (Nov 27, 2022 15:49 PST)

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2023

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2023:

Medical Insurance

EPO
- Removal of the AIM Specialty Health radiology imaging review program

PPO
- Removal of the AIM Specialty Health radiology imaging review program

Prescription Coverage through Express Scripts, Inc.

- Implement Advanced Utilization Management with Advantage Plus Program (Step Therapy remains in the program)
- Upgrade the clinical management program from Advanced Utilization Management (AUM) Plus to AUM Unlimited. AUM uses Prior Authorization (PA), Step Therapy (ST), and Quantity Limit (QL) programs to gear members to the most cost effective and safe medications. AUM Unlimited adds nine (9) new drug class categories to the PA list and eight (8) new drug classes to ST list. Both PA and ST assume current utilizers will be Grandfathered.

The current maximum District contribution to the blended super composite rate is $16,244. For calendar year 2023, the maximum District contribution to the blended super composite rate will be $17,022.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: November 1, 2022

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President
Anaheim Secondary Teachers Association

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2024

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2024:

Vision

EPO

- Beginning January 1, 2024, the standard frame allowance is increasing from $115 to $175 every 24 months, the Walmart/Sam's Club frame allowance is increasing from $70 to $175 every 24 months, and the Costco frame allowance is increasing from $70 to $95 every 24 months.

PPO

- Beginning January 1, 2024, the standard frame allowance is increasing from $115 to $175 every 24 months, the Walmart/Sam's Club frame allowance is increasing from $70 to $175 every 24 months, and the Costco frame allowance is increasing from $70 to $95 every 24 months.

The current maximum District contribution to the blended super composite rate is $17,022. For calendar year 2024, the maximum District contribution to the blended super composite rate will be $18,022.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/24/23

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President, Anaheim Secondary
Teachers Association

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

SPEECH AND LANGUAGE PATHOLOGIST (SLP) EVALUATION TOOL

2023-2024

AUHSD and ASTA agree to form a joint work group to create an evaluation tool for speech and language pathologists (SLPs) that will be considered for incorporation into Article 12 and Appendix E. The Assistant Superintendent of Human Resources and the ASTA President shall meet to determine the size and composition of the work group to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to ASTA representatives in recognition of service provided on work group meeting days. The work group shall be formed no later than thirty (30) days after the parties reach a final settlement for the 2023-24 bargaining process, and report its recommendations no later than May 23, 2024. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: 10/24/23

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

EVALUATION PROCEDURES – PERFORMANCE TASK ASSESSMENTS

2023-2024

AUHSD and ASTA agree to form a joint work group to revise Article 12 and Appendix E to incorporate the PTA into the evaluation procedures for teachers, utilizing as a starting point the "Guiding Principles for Performance Task Assessments" and "Innovation Design Template" for PTAs attached to and incorporated in this Memorandum of Understanding. The Assistant Superintendent of Human Resources and the ASTA President shall meet to determine the composition of the work group to which the parties shall appoint their respective representatives. AUHSD and ASTA agree that the work group will include, at a minimum, two mutually agreed upon curriculum specialists, one mutually agreed upon community schools teacher lead, one mutually agreed upon 5Cs coach, up to four at-large unit members selected by ASTA, and up to four administrators to be selected by AUHSD. Release time or the certificated hourly rate of pay shall be provided to ASTA unit members in recognition of service provided on work group meeting days. The work group shall be formed no later than no later than thirty (30) days after the parties reach a final settlement for the 2023-24 bargaining process, and report its recommendations no later than September 30, 2024. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining. The above dates may be altered by mutual agreement.

This agreement is dated: 1/11/24

Brad Jackson
Assistant Superintendent
Human Resources

Geoff Morganstern
President
ASTA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM SECONDARY TEACHERS ASSOCIATION (ASTA)

NURSE EVALUATION TOOL

2023-2024

AUHSD and ASTA agree to form a joint work group to create an evaluation tool for nurses that will be considered for incorporation into Article 12 and Appendix E. The Assistant Superintendent of Human Resources and the ASTA President shall meet to determine the size and composition of the work group to which the parties shall appoint their respective representatives. Release time or the certificated hourly rate of pay shall be provided to ASTA representatives in recognition of service provided on work group meeting days. The work group shall be formed no later than no later than thirty (30) days after the parties reach a final settlement for the 2023-24 bargaining process, and report its recommendations no later than May 23, 2024. The recommendations from this work group shall become the starting point for negotiations on the issue during the next round of collective bargaining.

This agreement is dated: 10/24/23

Brad Jackson
Assistant Superintendent
Human Resources

Grant Schuster
President
ASTA

Anaheim Union High School District (AUHSD)

Initial Proposal to the

American Federation of State, County and Municipal Employees (AFSCME)

AFL-CIO, Local 3112 (Council 36)

For Negotiations of the 2023-24 Collective Bargaining Agreement

February 13, 2025

AUHSD will open negotiations with AFSCME subsequent to public hearing before the Board of Trustees.

AUHSD intends to open the following articles in the collective bargaining agreement.

Article 2 - Health and Welfare

AUHSD reserves the right to present a proposal for District contribution towards the cost of health and welfare benefits and/or program design changes.

Article 5 – Working Hours

AUHSD reserves the right to present a proposal regarding working hours.

Article 11 – Wages

AUHSD reserves the right to present a proposal for salary.

Article 22-Reopener

AUHSD reserves the right to present a proposal regarding reopeners.

Article 23-Duration

AUHSD reserves the right to present a proposal regarding duration.

American Federation of State, County and Municipal Employees (AFSCME)

AFL-CIO, Local 3112 (Council 36)

Initial Proposal to the

Anaheim Union High School District (AUHSD)

For Negotiations of the 2024-25 Collective Bargaining Agreement

February 13, 2025

Pursuant to the Educational Employment Relations Act, the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112, Council 36 (AFSCME) hereby submits its initial contract proposals for the 2024-25 Collective Bargaining Agreement for public review at a meeting of the Board of Trustees of the Anaheim Union High School District.

Local 3112, Council 36 (AFSCME) is opening the renegotiating of the three year collective bargaining agreement.

Local 3112, Council 36 (AFSCME) retains the right to add or delete from these initial proposals In accordance with the provisions of Government Code 3547(d).

Brad Jackson
1-23-25

1/23/2025

EXHIBIT CC

ARTICLE 12: Evaluation Procedures

12.1 General Provision

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

Add:

The Annual Administrative Conference is a crucial meeting between a school counselor and their school administrator where they formally discuss and agree upon the school counseling program's goals, priorities, use of time, and overall direction for the upcoming school year, ensuring alignment between the counselor's program and the school's broader objectives; it serves as a key opportunity for collaboration and accountability regarding the school counseling program.

The counseling department at each school site will meet yearly to review their Annual Administrative Conference (Appendix G1-3). This meeting will take place at the first all-counselor professional development meeting in July. Each counselor will complete the Annual Administrative Conference at this meeting and meet with their site administrator prior to August 15th.

12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three-tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Informal observation shall be utilized in the evaluation process for all evaluation options. Accordingly, the evaluation process shall be comprised of the three following tiers, including the completion of the Annual Administrative Conference (Appendix G1-3):

12.2.1 Tiered Evaluation

~~All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the School Counselor Performance Evaluation (Appendix G). Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than two weeks prior to the end of the school year for unit members and necessary forms~~

~~forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.~~

Tier One - Probationary
A Tier One Counselor is a probationary unit member. The evaluation frequency and process are as follows:

1. **Probationary unit members shall be evaluated in their probationary year on a minimum of FIVE standards.**
2. **Standard 2 is a required standard for evaluation.**
3. **Unit member shall select two unique standards.**
4. **Site administrators shall select two unique standards.**
5. **Site administrators have the option to select additional standards.**

Tier Two - Permanent Counselor (Less than 10 Years)
A Tier Two Counselor is a permanent unit member with less than 10 years of service. The evaluation frequency and process are as follows:

1. **Tier Two Counselors shall be evaluated at least once every two years.**
2. **Standard 2 is a required standard for evaluation.**
3. **Unit member shall select two unique standards.**
4. **Site administrators shall select two unique standards.**
5. **Site administrators have the option to select additional standards.**

Tier Three - Permanent Counselor (10 Years or More)
A Tier Three Counselor is a permanent unit member with at least 10 years of service. The evaluation frequency and process are as follows:

1. **Tier three Counselors shall be evaluated at least once every five years.**
2. **Standard 2 is a required standard for evaluation.**
3. **Unit member shall select two unique standards.**
4. **Site administrators shall select two unique standards.**
5. **Site administrators have the option to select additional standards.**

12.2.2 Prior to ~~September 1st~~ **August 15** of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference and review the ~~annual agreement~~ **School Counselor Performance Evaluation (Appendix G5-14) and the Annual Administrative Conference (Appendix G1-3)** ~~Counselor Core Curriculum Template (Appendix G-9).~~ They will identify the types of multiple measures and various examples of evidence that will assist the evaluator in evaluating the ~~employee~~ **unit member** on the elements within the **selected** 13 standards. They will decide upon the types of evidence that need to be observed ~~or collected~~ and indicate which types of evidence will be ~~helpful~~ **used** to demonstrate proficiency levels. Once the multiple measures are identified, the evaluator will assess the ~~employee's~~ **unit member's** practices during the year and use the evidence collected to help determine progress and feedback.

12.2.3 The purpose of the preliminary evaluation conference shall be to review the

~~element and~~ planned activi**ties** to be achieved in the ~~following required areas of Evaluation:~~ **selected standards of evaluation:**

12.2.3.1 Standard 1: The professional school counselor plans, organizes and delivers the school counselor program.

12.2.3.2 Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

12.2.3.3 Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of education and career plans.

12.2.3.4 Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

12.2.3.5 Standard 5: The professional school counselor provides system of support through effective school counseling program in collaboration with school staff.

12.2.3.6 Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.

12.2.3.7 Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery services of the school counseling program and solicits feedback to support program design.

12.2.3.8 Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

12.2.3.9 Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.

12.2.3.10 Standard 10: The professional school counselor uses time and calendars to implement an efficient program.

12.2.3.11 Standard 11: The professional school counselor develops a result-based evaluation for the program.

12.2.3.12 Standard 12: The professional school counselor conducts a yearly program audit.

12.2.3.13 Standard 13: The professional school counselor is a student advocate, leader, collaboration and a system change agent.

12.2.4 Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the School Counselor Performance Evaluation. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document.

12.2.5 The evaluatee shall be observed ongoing throughout the year based on the ~~13~~ **agreed upon standards.** ~~Mid-Year Checkpoint for Permanent Employee~~ The ~~District~~ **designated administrator** will ~~make a good faith effort to~~ meet with **the** ~~permanent employees~~ **unit member prior to the beginning of the second semester.** ~~February 1st.~~ At this time, the evaluator will meet with the ~~employee~~ **unit member** to share insights on the practices that have been observed and evidence collected during the **first semester** ~~for the stan year dards.~~. The ~~employee~~ **unit member may** choose to bring additional artifacts to the meeting. ~~During the discussion, the evaluator will determine the degree to which an employee's performance meets a defined level on the AUHSD School Counselor Performance Rubric (Appendix G11). The Continuum will be reviewed so that the employee can see which practices need to be refined and extended in order to obtain growth in the elements being assessed~~. Progress will be noted on the School Counselor Performance ~~Plan~~ **Evaluation** that was discussed during the ~~goal setting~~ **Preliminary Conference** and the element ratings for the standards may be completed during the conference or after the conference. This is the time that professional development goals can be identified and other resources discussed to enable the teacher to pursue avenues for growth.

~~**12.2.6**~~
~~Report of Observation of first and second year certificated unit members will be conducted each school year.~~

12.2.~~7~~ 6

Observation Process - While all ~~employees~~ **unit members** will be observed during the year in meeting their roles and responsibilities as described in their respective continuums, counselors will also be formally observed in ~~the classroom setting delivering their counseling core curriculum.~~ **an instructional setting, such as a classroom or small group setting, parent presentation, or staff professional learning.** Evaluators will use ~~the Reflection Sheet (Appendix G-10) Conference Summary~~ **the Standard 2 Counselor Observation Form (Appendix G-15)** to summarize learning during the observation. ~~After~~ Following the observation, counselors will attend a conference within five working days to obtain feedback.

12.2.~~8~~ 7
The School Counselor Performance ~~Plan~~ **Evaluation** shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The certificated unit member shall have a conference with the appropriate administrator whenever the School Counselor Performance ~~Plan~~ **Evaluation** is utilized. The evaluator/evaluatee is to sign the original and all copies of these forms ~~reports~~. The original is retained by the school, one (1) copy is sent to the District Certificated Human Resources office and one (1) copy is retained by the evaluatee.

12.2.~~9~~ 8

In the event that the member receives a review of ~~developing or u~~ **U**nsatisfactory a Counselor Performance Improvement Plan will be utilized see Appendix ~~G24~~ **G-16.**

12.3 Conditions

12.3.1

The evaluator must maintain on file each completed evaluation form.

12.3.2 All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.

12.3.3 Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts. This may involve progressive discipline.

12.3.4 Upon request, a unit member shall be entitled to have a representative of his/her choice present when s/he is subject to disciplinary action. A request for such representation is made, any conference will be held within a period of time not to exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.

12.4 Important Dates Requirements

~~September 1~~ **August 15** Evaluation system explained to all appropriate unit members and distribution of necessary forms.

Preliminary evaluation conference to develop elements and planned activities.

End of First ~~Quarter~~ **Semester** Report of Observation completed for appropriate unit member

~~End of Second Quarter~~ **By May 1 Final evaluation conference** ~~Report of Observation completed for appropriate unit members.~~

~~Two weeks prior to the end of the school year~~ ~~Final evaluation conference.~~

Appendix Clean Up

Remove Appendix G-9 & G-10

Add Standard 2 Counselor Observation Form G

Add *updated Annual Administrative Conference G-1 to

Remove Appendix G-11 to G-18

Brad Mann
1-23-25

Rosario 1/23/2025

AMERICAN SCHOOL COUNSELOR ASSOCIATION

Annual Administrative Conference

School Counselor _____ School Year _____

After completing the school data summary, I have identified the following data priorities:

_____

_____

_____

Based on these data priorities, I will address the following goals as listed in the annual student outcome goal plan templates:

Annual Student Outcome Goals	
1	
2	

School Counselor Use of Time

A minimum of 80% of time is recommended for direct and indirect student services and 20% or less in program planning and school support.

Use of Time from Previous School Year
Based on two use-of-time 5-day calculators from previous school year (attached)

Direct Student Services	Indirect Student Services	Program Planning and School Support	Non-School-Counseling Duties
%	%	%	%

Use-of-Time Plan for Current School Year
Indicate your planned time allocations for this school year

Direct Student Services	Indirect Student Services	Program Planning and School Support	Non-Counseling Duties
%	%	%	%

Ratio and Caseload

The American School Counselor Association recommended ratio is one school counselor per 250 students.

Ratio	One School Counselor	Per ____ Students
Caseload defined by:	☐ Alpha Assigned:	Last names beginning with: _____ to _____
	☐ Grade Level:	Students in grades: _____
	☐ All Students in Building	
	☐ Other:	_____

Program Implementation Plan to Address Priorities

Attach the following documents for review and discussion during the conference:

- Classroom and Group Mindsets & Behaviors Action Plan
- Closing-the-Gap Action Plan
- Annual Calendar

Advisory Council

The school counseling advisory council will meet to provide feedback and input on the school counseling program.

Fall Meeting Date:	
Spring Meeting Date:	
Proposed Members: *(names and stakeholder position)*	

Professional Development

I plan to participate in the following professional development based on annual student outcome goals and my School Counselor Professional Standards & Competencies self-assessment.

Date(s)	Topic	Cost

School and District Committees and Professional Work		
Group	Time Commitment	School Counselor's Role

Budget Materials and Supplies

Materials and supplies needed:	

Annual budget: $ _____

School Counselor Availability/Office Organization

The school counseling office will be open for students/parents/teachers from _____ to _____

My hours will be from _____ to _____ (if flexible scheduling is used)

The career center will be open from _____ to _____

Other Staff and Volunteers

Role/Responsibility	**Person Assigned** (no signature required)
School Counseling Department Assistant	
Attendance Assistant/Clerk	
Data Manager/Registrar	
College and Career Center Assistant	
Other Staff	
Volunteers	
Signatures of school counselor and administrator must be within the first two months of school.	
School Counselor Signature	
Administrative Signature	
Date Conference Held & Template Signed	
First Day of School	

ANAHEIM UNION HIGH SCHOOL DISTRICT

Directions and Timeline Information

For

Counselor Evaluation

~~**The counseling departments at each school site are encouraged to meet yearly to review the annual agreement. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The annual agreement should be completed at this meeting, and a copy is given to all counselors in the department at the given school site.**~~

INITIAL CONFERENCE FOR COUNSELOR EVALUATION:

- ~~Prior to the initial conference, the counselor will review the annual agreement.~~
- ~~The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to September 1st.~~
- ~~The administrator and counselor will review all standards and annual agreements, make any necessary modifications, and sign in agreement prior to September 30th.~~
- **The administrator and counselor will review the specifically chosen standards for evaluation and Annual Administrative Conference, make any necessary modifications, and sign the School Counselor Performance Evaluation (Appendix G-5) in agreement prior to August 15.**
- A copy of the signed form **will be** given to the counselor, and the original will be filed on campus.

The administrator ~~may use the Classroom/Educational Setting Observation form when observing the counselor during the school year~~ **will use the Standard 2 Counselor Observation Form when observing the counselor during the school year.** It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of ~~the first quarter and prior to the end of the second quarter~~ **the first semester.**

PROGRESS MONITORING MEETING:

- **The administrator and counselor will meet prior to the end of the first semester to discuss progress towards meeting agreed upon standards.**

FINAL RATING:

- Administrator will use any observation forms/notes to complete the school counselor performance evaluation.
- **Each standard selected by the counselor and administrator will be rated by the administrator**(Unsatisfactory, Developing, Proficient) based on the scale on the form.
- Refinements must be made if a counselor is rated an Unsatisfactory; comments are encouraged for ratings Developing and Proficient.
- The administrator will determine a final rating of all evaluated standards as: Unsatisfactory, Developing, Proficient.

- The administrator will review the completed **School Counselor Performance Evaluation (Appendix G-5)** with the counselor prior to **May 1.**
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor's signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days **of the final evaluation meeting.**

WILL BE ON G4

1-23-25

THIS FORM'S FORMAT WAS REVISED. SIGNATURE SECTIONS WERE ADDED FOR PRELIMINARY CONFENCENCE. TIER SECTION WAS ADDED

Anaheim Union High School District
School Counselor Performance Evaluation
Based on the American School Counselor Association National Model™

School Counselor Name		**Date:**	

Evaluator's Name		**Position:**	

Preliminary Conference Date: ***Review planned performance evaluation**	

Counselor Signature:		**Date:**	
Administrator Signature:		**Date:**	

Select the appropriate box below to indicate the tier represented by this evaluation.

☐ **Tier One - Probationary**

A Tier One Counselor is a probationary unit member. The evaluation frequency and process are as follows:

1. Probationary unit members shall be evaluated in their probationary year on minimum of FIVE standards.
2. Standard 2 is a required standard for evaluation
3. Unit member shall select two unique standards.
4. Site administrators shall select two unique standards.
5. Site administrators have the option to select additional standards.

☐ **Tier Two - Permanent Counselor (Less than 10 Years)**

A Tier Two Counselor is a permanent unit member with less than 10 years of service. The evaluation frequency and process are as follows:

1. Tier Two Counselors shall be evaluated at least once every two years.
2. Standard 2 is a required standard for evaluation
3. Unit member shall select two unique standards.
4. Site administrators shall select two unique standards.
5. Site administrators have the option to select additional standards.

☐ **Tier Three - Permanent Counselor (10 Years or More)**

A Tier Three Counselor is a permanent unit member with at least 10 years of service. The evaluation frequency and process are as follows:

1. Tier three Counselors shall be evaluated at least once every five years.
2. Standard 2 is a required standard for evaluation

3. Unit member shall select two unique standards.
4. Site administrators shall select two unique standards.
5. Site administrators have the option to select additional standards.

Choose the standards to be evaluated during this evaluation period. Refer to the tier structure above to select the required number of standards. Specify whether each standard was selected by the counseling employee (C) or the administrator (A).

C	A	Standard	Standard Description
		1	**The professional school counselor plans, organizes, and delivers the school counseling program.**
X	X	2	**The professional school counselor implements the core counseling curriculum through effective instructional skills and carefully planning structured group sessions for all students.**
		3	**The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.**
		4	**The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation, and referral skills.**
		5	**The professional school counselor provides system support through effective school counseling program management and support for other educational programs.**
		6	**The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.**
		7	**The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and soliciting feedback to support program design.**
		8	**The professional school counselor collects and analyzes data to guide program direction and emphasis.**
		9	**The professional school counselor monitors students regularly as they progress in school.**
		10	**The professional school counselor uses time and calendars to implement an efficient program.**
		11	**The professional school counselor develops a results-based evaluation for the program.**
		12	**The professional school counselor conducts a yearly program audit.**
		13	**The professional school counselor is a student advocate, leader, collaborator, and system change agent.**

The counselor will be evaluated using the following rubric. The evaluating administrator is expected to provide relevant reinforcement/refinement for each of the selected standards above. Note: Standards not selected will be left blank.

U	Unsatisfactory
D	Developing
P	Proficient

Standard 1: The professional school counselor plans, organizes, and delivers the school counseling program.	U	D	P
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.			
1.2 The school counseling program supports the academic, personal/social, and career development of all students.			
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.			
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.			
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.			
Overall Rating for Standard 1			
Rating is based on the following observations:			
Comments:			

Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.	U	D	P
2.1 The professional school counselor teaches the core counseling curriculum effectively.			
2.2 The professional school counselor develops materials and instructional strategies to meet the student's needs and school goals.			
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.			
Overall Rating for Standard 2			
Rating is based on the following observations:			
Comments:			

Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.	**U**	**D**	**P**
3.1 The professional school counselor, in collaboration with parents or guardians, helps students establish goals and develop and use planning skills.			
3.2 The professional school counselor demonstrates the accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.			
The overall rating for Standard 3			
Rating is based on the following observations:			
Comments:			

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation, and referral skills.	**U**	**D**	**P**
4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.			
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators, and other relevant individuals.			
4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers, and other school personnel.			
Overall Rating for Standard 4			
Rating is based on the following observations:			
Comments:			

Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.	U	D	P
5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.			
5.2 The professional school counselor provides support for other school programs.			
Overall Rating for Standard 5			

Rating is based on the following observations:

Comments:

Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.	U	D	P
6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has an agreement.			
6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.			
6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.			
Overall Rating for Standard 6			

Rating is based on the following observations:

Comments:

Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.	U	D	P
7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.			
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.			

G9

7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.			
Overall Rating for Standard 7			

Rating is based on the following observations:

Comments:

Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.	**U**	**D**	**P**
8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.			
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.			
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.			
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.			
Overall Rating for Standard 8			

Rating is based on the following observations:

Comments:

Standard 9: The professional school counselor monitors students regularly as they progress in school.	**U**	**D**	**P**
9.1 The professional school counselor is accountable for monitoring every student's progress.			
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.			
9.3 The professional school develops appropriate interventions for students as needed and monitors their progress.			
Overall Rating for Standard 9			

610

Rating is based on the following observations:
Comments:

Standard 10: The professional school counselor uses time and calendars to implement an efficient program.	U	D	P
10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.			
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff, and students.			
10.3 The professional school counselor posts a weekly or monthly calendar.			
10.4 The professional school counselor analyzes time spent providing direct service to students.			
Overall Rating for Standard 10			
Rating is based on the following observations:			
Comments:			

Standard 11: The professional school counselor develops a results-based evaluation for the program.	U	D	P
11.1 The professional school counselor measures results attained from the core counseling curriculum and closing the gap activities.	U	D	P
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.			
11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.			
Overall Rating for Standard 11			
Rating is based on the following observations:			

6-11

Comments:

Standard 12: The professional school counselor conducts a yearly program audit.	U	D	P
12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.			
12.2 The professional school counselor shares the results of the program audit with the advisory council.			
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.			
Overall Rating for Standard 12			
Rating is based on the following observations:			
Comments:			

Standard 13: The professional school counselor is a student advocate, leader, collaborator, and a system change agent.	U	D	P
13.1 The professional school counselor promotes the academic success of every student.			
13.2 The professional school counselor promotes equity and access for every student.			
13.3 The professional school counselor takes a leadership role within the counseling department, the school settin,g and the community.			
13.4 The professional school counselor understands reform issues and works to close the achievement gap.			
13.5 The professional school counselor collaborates with teachers, parents, and the community to promote the academic success of students.			
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.			
13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement.			
Overall Rating for Standard 13			

Rating is based on the following observations:
Comments:

OVERALL PERFORMANCE RATING

☐ **UNSATISFACTORY**
☐ **DEVELOPING**
☐ **PROFICIENT**

Areas of strength
Areas of professional growth

Evaluee's signature indicates that the evaluation has been read and discussed. It does not necessarily indicate agreement with the evaluation. In the event of any disagreement, the employee has the right to present his/her point of view by submitting a response within ten (10) days to the evaluator.

School Counselor		**Date**	
Evaluator		**Date**	

Distribution: Administrator, School Counselor, Personnel File

Standard 2 Counselor Observation Form

Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

Counselor:	
Date of Evaluation:	
Evaluator:	

Core Curriculum Lesson [] Small Group [] Parent Presentation [] Staff PD [] Other []

Summary of Observation

Observed Strengths

Observed Areas of Growth

Additional Comments

Counselor Performance Improvement Plan

Counselor's Name:_____

Supervisor: _____ School:_____ Date:_____
*Developed in cooperation with administrator, counselor, and association representative

Area(s) of Concern:
Performance Standard(s) _____ Concerns:

Supervisor's expectations moving forward:

Assistance to be provided to the counselor in meeting expectations:

Timeline:

Signatures

Counselor		Date	
Administrator		Date	
Association Member		Date	

Original to Counselor **Copy to Supervisor** **Copy to Human Resources**

6-16

AGREEMENT

between the

ANAHEIM UNION HIGH SCHOOL DISTRICT

and the

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION

for the period

July 20, 2022

through

the first Counselor work day of the 2025-26 school year

Agreement for 2022-2026
Board Approved: July 20, 2023

Reopener Agreement for 2023-2024
Board Approved: March 7, 2024

Reopener Agreement for 2024-25
Board Approved: Pending

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ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into this 15th day of June 2023 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803, hereinafter referred to as the "District" or "Board" and the Anaheim Personnel and Guidance Association, hereinafter referred to as the "Association" whose address is 501 Crescent Way, Anaheim, California, P.O. Box 3520, Anaheim, California, 92803-3520.

1.2 Definitions

Whenever utilized in this Agreement:

"Working Day" shall mean any day in which the District Education Center is open for business.

"School Day" shall mean any day unit members covered herein are required to be on duty.

"Superintendent" shall mean the chief executive officer of the District or designee.

"Unit Member/Counselor" unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certified negotiating unit described in Article 1 - Recognition.

"Board" shall mean the Board of Trustees of the Anaheim Union High School District or its designees.

"Employee" shall mean any person employed by the District in any capacity, including unit members.

1.3 Entire Agreement

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

The Association agrees that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 2: RECOGNITION

For the term of this Agreement, the Board of Trustees of the Anaheim Union High School District recognizes the Anaheim Personnel and Guidance Association as the exclusive representative for the following unit:

Included: All regular contract certificated employees who are assigned with District policy 6301.35, School Counselor.

Excluded: All management employees as defined and listed in Board policy; all classified employees; all supervisory and confidential employees; all casual or limited term personnel; all teachers; all nurses; all librarians; all categorically funded teachers; all hearing impaired resource employees; all occupational assessment employees; all itinerant vision resource employees; all substitutes; all temporary employees as defined in Education Code sections 44920 and 44918; all hourly certified personnel; and all summer school and home teachers.

The Association agrees that this represents the appropriate unit and 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 titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions of Article 8.

ARTICLE 3: MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 Reserved Rights

All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

3.1.1 The legal, operational, geographical, or 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;

3.1.2 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;

3.1.3 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;

3.1.4 All services to be rendered to the public and to District personnel 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;

3.1.5 The utilization of personnel not covered by this Agreement, including substitutes, temporaries, home teachers, provisional personnel, consultants, instructional aides, and supervisory or managerial personnel, to do work which is normally done by counselors covered hereby, in the event of work stoppage by counselors;

3.1.6 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 public with respect to such matters;

3.1.7 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, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when, and where there is a job opening;

3.1.8 The job classifications and the content and qualifications thereof;

3.1.9 The duties, work contents, and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;

3.1.10 The dates, times, and hours of operation of District facilities, functions, and activities;

3.1.11 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;

3.1.12 The rules, regulations, and policies for all employees, students, and the public;

3.1.13 The retirement of employees for age or disability; and

3.1.14 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.

3.2 Other Rights and Responsibilities

All other rights of management and responsibilities not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.

3.3 Intentions

It is not the intention of the parties, in setting forth the above-mentioned rights and responsibilities of management, to detract or diminish in any way the rights of the Association or of counselors as expressly set forth elsewhere in this 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.

3.4 Exercising Rights

The exercise of any right 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 rights or preclude the District from exercising the right in a different manner.

3.5 Disputes

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 8 unless the dispute is otherwise grievable under another article of this Agreement.

3.6 Professional Attire

It is recommended that all counselors be professionally dressed when on duty and/or representing the District at any event.

3.6.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.

3.6.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Distribution and Posting of Materials

The Association shall have the right to post notices matters of Association concern using District electronic mail via computer terminals located in individual counselor's offices. These notices may be posted during any non-duty time. The Association shall have the right to use the District mail service and individual counselor mailboxes so far as such use complies with the law. Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its origin. The Association will provide to the Superintendent and the site principal a complete copy of the material deposited in school mailboxes or posted on electronic mail.

4.2 Availability of Information

The District will make available to the Association a school board packet at least 72 hours in advance of a regularly scheduled Board meeting and 24 hours in advance of a special Board meeting.

4.3 New Hires

The Association will be provided with the names, addresses, and work sites of all new unit members within fifteen (15) days.

4.4 District Counseling Meetings

Except in extraordinary circumstances, the District will not schedule Districtwide counseling meetings after 3:00 p.m. If extra-service pay is involved, i.e., department heads, any reasonable time is acceptable.

4.5 Publication of Agreement

As soon as possible, the District shall provide copies of this Agreement to each member of the bargaining unit. The cost of the publication of any additional copies of this Agreement which are required by the Association shall be paid by the Association.

ARTICLE 5: REASSIGNMENT

5.1 The parties recognize that it may be necessary to reassign unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. When such a reassignment becomes necessary at one or more schools, the Superintendent or designee will review such reassignment with all individuals involved and with the association president prior to a final decision.

5.2 In designating the unit member to be reassigned, the local administrator shall consider the following criteria: Reference 9.4.1.

5.3 A unit member who has been involuntarily removed from a counseling position and reassigned as a teacher because of enrollment adjustments, budgetary restrictions or curriculum needs will be given first consideration for reappointment to vacancies in counseling positions that occur within the District. Such special consideration will continue for a period of thirty-six (36) months.

5.4 If a reassigned unit member twice refuses an opening, the special consideration clause, paragraph 5.3 above, of this section shall be considered to have ended.

This section shall not be applicable to reduction in force instituted under Education Code 44955.

5.5 No later than May 10 of the school year preceding the school year in which the reassignment will take place, a unit member being considered for reassignment shall be given written notice stating that it has been recommended that the unit member be reassigned for the ensuing school year, and stating the reasons for such recommendation.

5.6 The unit member shall have five (5) working days from the receipt of the notice of reassignment to request a meeting in writing with the Superintendent to determine if there is cause for the reassignment.

5.7 In the event a meeting is requested, it shall be conducted in closed session.

5.8 The meeting shall be held by May 20 and a final written decision of the Superintendent shall be given to the unit member by the last calendared student day of the school year.

5.9 Upon approval of the unit member involved, a copy of the decision will be sent to the Executive Board of the Anaheim Personnel and Guidance Association.

ARTICLE 6: WORK STOPPAGE

6.1 Apart from and in addition to existing legal restrictions upon work stoppages, 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 of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article 8, disputes which are specifically not subject to the grievance provisions of Article 8, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and their respective officers, agents, representatives and responsible officials will do everything reasonably within their power to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.

6.2 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 of any nature whatsoever against the District during the life of this Agreement.

6.3 Any counselor engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.

6.4 Also, in the event that the Association, members, agents, representatives, counselors or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 8, the Association, and the counselors represented therein, shall be deemed to have waived the right to process the grievance and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE 7: GRIEVANCE PROCEDURES

7.1 General Provisions

A grievance is defined as a statement by a counselor that the District has violated an express term of this Agreement and that by reason of such violation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. Formal level hearings, if any, may be conducted in compliance with Rule 22 of the rules for voluntary arbitration of the American Arbitration Association if deemed advisable by the Superintendent.

Upon request by a counselor, the Association shall be entitled to represent such person in matters involving discipline or discharge of the counselor, and to accompany such person to review the counselor's personnel file.

7.2 Level I

Before filing a written grievance, the grievant shall make a reasonable attempt to resolve the complaint by means of a conference with his/her immediate administrator.

7.3 Level II

Within fifteen (15) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the fifteen (15) day time limit shall begin to run on the date upon which either the grievant or Association knew, or could with reasonable diligence, have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Within five (5) days of the filing of the grievance, the appropriate administrator shall hold a meeting with the grievant or with the grievant and his/her representative. The administrator shall communicate a decision to the employee in writing within five (5) school days after the grievance meeting, and such action will terminate Level II.

7.4 Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent or designee. Such appeal must be made within five (5) school days of the termination of Level II.

The appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reasons for the appeal. Level II hearings shall be held within ten (10) school days of the receipt of the appeal from Level II.

The Superintendent or designee shall communicate a decision in writing five (5) school days after the date of the Level III hearing, and such a decision will terminate Level III.

7.5 Level IV

If the Level III decision does not settle the grievance, the grievant may, within five (5) school days after the Level III decision is rendered, present to the Board of Trustees, through the Superintendent, a request for a hearing. Within fifteen (15) school days following the request for a hearing, the Board of Trustees, or a committee composed of a minimum of two (2) trustees, shall conduct a hearing of the grievance. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. The decision of the Board of Trustees will be communicated in writing to all parties.

7.6 Arbitration

7.6.1 Submission to Arbitration

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

7.6.2 Selection of Arbitrator

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

7.6.3 Hearing: Arbitrator's Decision

The Arbitrator selected in accordance with Paragraph 7.6.2 above shall conduct a hearing. The Arbitrator shall hear the issues presented and shall tender a decision promptly.

7.6.4 Fees and Expenses

The fees and expenses of the Arbitrator and the hearing shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, except that the grievant, the grievance representative and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the association.

7.6.5 Statement of Issues

The Arbitrator shall be limited to deciding the issues submitted. If the parties cannot agree upon a statement of issues, the Arbitrator shall determine the issues. In cases of procedural disputes, the Arbitrator shall be empowered to rule on such disputes.

7.6.6 Rules of Procedure

Upon agreement of the parties, the Arbitrator 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 shall be binding on the Association, the District and the grievant.

7.7 Failure to Meet Time Limits

If a grievance is not processed by the grievant and 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 grievance 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 above Level II as a result of the summer recess.

7.8 Association Representation

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings beyond the formal level. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.

7.9 Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is good that from the time a grievance is filed until it is completed, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

7.10 No Reprisals

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

7.11 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE 8: LEAVES OF ABSENCE

8.1 General Provisions

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

A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement, a semester or longer or a short-term leave that has been extended beyond a semester, that the return assignment will be in the school or administrative site where such member was assigned when the leave was authorized.

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

Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

8.2 Revocation of Leave

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

A unit member may request to return from leave prior to the agreed upon expiration of the leave. The District will consider the request and approve the revocation of the leave if a vacancy is available but there is no right to return to the unit member's school or administrative site.

8.3 Failure to Return to Assignment

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

8.4 Application For Leave

8.4.1 Leaves Other Than Sabbatical: A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in July must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January

must be received on or before the preceding November 15. At the discretion of the Director, Human Resources, the aforementioned deadline may be waived.

8.5 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to return from leaves of absence and/or requests for extension of leave:

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

8.5.2 Unit Member Response: On or before March 1, November 15 for the first semester leaves, the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave.

Unit members must inform the district in writing of their intention to return from leave or to extend the leave and provide all required documentation.

In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position. Failure to respond or return from leave will be considered job abandonment per Article 8.3. In addition unit members on an unauthorized leave will be immediately be placed on unpaid status.

8.6 Salary Advancement During Leave

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

8.7 Personal Leaves of Absence Without Pay

The Board of Trustees, at their sole discretion, may grant up to one (1) year's leave of absence without pay to unit members for the following reasons:

8.7.1 Health

8.7.2 Maternity, Paternity and Adoption

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

8.7.4 Child care

8.7.5 Compelling family matters / personal necessity

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

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

8.8 Tragedy Personal Necessity Leave

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

8.9 Parental Leaves

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

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

8.10 Industrial Accident and Industrial Illness Leave

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

8.10.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for

each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.10.2.1 The employee has probationary or permanent status.

8.10.2.2 The Superintendent or his/ her designated representative has determined that the illness or injury was directly related to the performance of his/her duties while in the employment of the Anaheim Union High School District.

8.10.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an industrial accident and industrial illness leave for each such accident provided that neither the number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.

8.10.4 Industrial accident and industrial illness 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 industrial accident and industrial illness leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.

8.10.5 Should the unit member's absence, due to an industrial injury or industrial illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used, whichever is sooner.

8.10.6 During any period a unit member 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 Section 44983 of the Education Code. Charges to the unit member's leave balances shall be as follows:

8.10.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.

8.10.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of the Education Code.)

8.10.7 A unit member while receiving industrial accident and industrial illness leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

8.10.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

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

8.11 Personal Necessity Leave of Absence

Unit members may use up to ten (10) days accumulated sick leave without stating a reason for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use:

8.11.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

8.11.1.1 Accident or serious illness involving his/her personal property, or person or property of his/ her immediate family.

8.11.1.2 Court appearance as a litigant or as a witness under order.

8.11.1.3 Religious observances.

8.11.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.

8.11.1.5 Becoming a parent by adoption, surrogate or paternity.

8.11.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

8.11.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

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

8.11.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave.

8.12 Sabbatical Leave

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

8.12.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leave of absences, while not counted as a "year of service" do not constitute a break in consecutive years of service.

8.12.2 A leave may be granted for the following reasons:

8.12.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.

8.12.2.2 Travel - Engage in foreign or domestic travel during each semester.

8.12.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.

8.12.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.

8.12.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District office location in which service was being rendered at the time of making application for leave, subject to Article 9.

8.12.4 A "Sabbatical Leave Group," composed of unit members of the District, shall be appointed by the Superintendent. At least fifty percent (50%) of the members of this group shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purpose of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.

8.12.5 The number of sabbatical leaves granted for any school year shall be at the sole discretion of the Board of Trustees. If the Board determines to grant sabbatical leaves it shall grant no fewer than one such leave if requested by unit member(s).

8.12.6 The unit member must provide a surety bond.

8.12.7 The unit member shall agree to serve twice the period of the leave following return to the District.

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

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

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

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

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

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

8.13 Sick Leave

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

Members of the bargaining unit employed five (5) days a week shall be entitled to eleven (11) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of eleven (11) days leave of absence for illness or injury as the number of days of employment per week bears to five (5). Unused sick leave shall be accumulated from year to year.

Counselors shall use the Sub Caller to report absences (see Appendix D for instructions).

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

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

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

A unit member returning from absence must contact the school or site by 2:00 p.m. of the day preceding the day of intended return. If s/he is unable to make a determination before 2:00 p.m., the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute counselor for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

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

8.14 Short Term Personal Leave Without Pay

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

8.15 Court Appearance

A unit member shall be granted up to three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.16 Jury Duty

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 unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the county. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty days prior to or subsequent to proving jury duty compensation on a form provided by the District or the Court.

8.17 Bereavement

The District agrees to grant necessary leaves of absence with pay at the unit member's regular rate not to exceed three (3) days, or five (5) if 300 miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit.

"Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the unit member, and like relatives of spouse, or any person living in the immediate household of the unit member.

Bereavement leave shall be limited to a three (3) or five (5) day period following the date of the death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the unit member will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

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

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

8.17.1 Reproductive Loss

The District agrees to grant a request by a unit member to take up to five (5) paid days of reproductive loss leave following a reproductive loss event. “Reproductive loss event” means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction as defined in Government Code section 12945.6. Reproductive loss leave may be nonconsecutive and, except as limited by law, shall be completed within three (3) months after the reproductive loss event. If a unit member experiences more than one reproductive loss event within a twelve-month (12-month) period, the amount of reproductive loss leave time shall be limited to no more than twenty (20) days within that twelve-month (12-month) period.

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

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

8.18 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay, may participate in the District's health and dental insurance benefit program at the unit member's own expense provided all costs are paid in advance quarterly. Such coverage shall terminate upon the first day of the month immediately preceding the date that an employee attains age sixty-five (65), or becomes eligible.

8.19 Partial Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated sick leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted.

8.20 Extended Illness Leave

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

8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in 8.17 of this Agreement, and "serious health" is any illness injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

8.22 Notification of Sick Leave Accrual

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

8.23 Catastrophic Leave

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

Definitions

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

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

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

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

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

8.23.6 The "Sick Leave Bank Committee" or "Committee" shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME), the Mid-Managers Association, and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.

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

General Provisions

8.23.8 To become an Enrolled Member, a permanent employee must initially donate at least one (1) eligible leave credit to the Sick Leave Bank. Thereafter, an Enrolled

Member must donate at least one (1) eligible leave credit to the Sick Leave Bank every year during Open Enrollment unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.

8.23.9 The Sick Leave Bank is available to all Enrolled Members for use during their work year. Twelve-month employees may apply to use the Sick Leave Bank year-round. All other employees are eligible according to their regular work year.

8.23.10 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible must wait sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.

8.23.11 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).

8.23.12 The maximum amount of time for which donated eligible leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.

8.23.13 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program, either public or private, unless the total benefit is less than 100% of the Enrolled Member's basic salary. Enrolled Members having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

8.23.14 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, income protection plan, or a combination of District income and income protection plan, shall not provide the Enrolled Member with a greater monthly District income/fringe benefit contribution than he or she received prior to the receipt of catastrophic leave.

8.23.15 An Enrolled Member who receives donated eligible leave credits shall use any personal leave credits that he or she continues to accrue on a monthly basis prior to receiving or using additional donated eligible leave credits from the Sick Leave Bank.

8.23.16 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.

8.23.17 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests,

between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted pursuant to Article 8.23.34.

8.23.18 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.

8.23.19 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations pursuant to Article 8.23.34.

8.23.20 The Enrolled Member must waive any and all claims against the Board, District and its officers and employees arising from the administration of the Catastrophic Leave Program.

8.23.21 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

Donating to the Sick Leave Bank

8.23.22 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.

8.23.23 All transfers of eligible leave credits are irrevocable.

8.23.24 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. In all cases, Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent or designee.

8.23.25 Donations to the Sick Leave Bank are general donations.

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

Utilizing Credits from the Sick Leave Bank

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

8.23.27 The employee must be an Enrolled Member before requesting donated eligible leave credits.

8.23.28 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee.

8.23.29 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.

8.23.30 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.

8.23.31 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.

8.23.32 The Enrolled Member has exhausted all accrued paid leave credits. See also Article 8.23.11.

8.23.33 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Direct Donation

8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

Conditions, Illnesses, and Injuries Not Covered

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

ARTICLE 9: TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Transfer

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

9.1.2 Seniority

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

9.2 Posting of Openings

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

9.2.2 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) school days after posting. In the event an opening for the current school year becomes available within two (2) weeks prior to the start of the school year or thereafter, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be sent to all members of the Association.

9.2.3 An opening, for posting purposes, is not created when a permanent or probationary employee is on a paid or unpaid leave of absence or a one semester opening exists.

9.2.4 Any unit member may apply for such openings by submitting the Interschool Transfer Request form to the principal of the school where the vacancy exists within the time limit specified above in Article 9.2.2.

9.2.5 Posting errors shall not be submitted to grievance. The error shall be corrected prior to filling the openings.

9.3 Voluntary Transfer for Posted Openings

9.3.1 Requests for voluntary transfers for posted openings may be made by submitting an interschool transfer request to Human Resources. The Superintendent or designated representative will give consideration of the transfer request but may deny it if, in his/her opinion, such transfer is not in the best interest of the District.

9.3.2 The filing of a request for transfer is without prejudice. It does not jeopardize the applicant's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been effected.

9.3.3 When an opening is posted, a unit member may request a transfer by submitting an interschool transfer request to Human Resources. The principal or administrative department supervisor will consider the transfer request prior to filling the opening. A unit member may submit as many requests for transfer as desired.

9.3.4 A unit member who requests transfer to an available position and is denied, may be provided a written statement, if so requested by the employee.

9.4 Involuntary Transfer

9.4.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows when designating the unit member to be reassigned:

The following process and tie-breaking criteria will be applied in the event a counselor needs to be reassigned to another location due to a surplus situation.

If a reassignment of one (1) or more counselors is necessary at a site, the following process will occur:

1. Unit members at the affected site(s) shall be provided a list of vacancies by the District and given the opportunity to volunteer for reassignment.
2. If there are no volunteers, tie-breaking criteria will be used to determine who will be reassigned.
3. Should two or more counselors volunteer to be reassigned; the tie-breaking criteria listed below will apply to determine who has the first opportunity to be reassigned.
4. Unit members will be provided an opportunity to list their top three site preferences. This applies to volunteers and non-volunteers. A specific site cannot be guaranteed.
5. Once a counselor decides to voluntarily be reassigned, the counselor cannot change this decision.

In the event that no counselor volunteers for reassignment or there is a tie to determine who will be surplused at a site and moved to another location, the following criteria in priority order will be used:

1. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
2. Seniority as counselor at the current site as determined by the most recent date assigned to the current site by the District.
3. Seniority as a counselor in the District, as outlined in 9.1.2.
4. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
5. Length of additional paid full-time prior service to the District in a certificated position.
6. Length of additional paid full-time prior service in a certificated position outside of the district.
7. Length of additional paid full-time prior service to the District in a non-certificated position.
8. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
9. If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.

The Association President will be notified of all site openings prior to the District notification of reassignment

9.4.2 The Association President will be notified of all involuntary transfers.

9.4.3 Upon written request, an opportunity will be provided for the unit member to meet with the administrator recommending the transfer and be advised of the reasons for such recommended transfer.

9.4.4 No unit member shall be transferred arbitrarily or capriciously.

9.5 Superintendent's Transfer

In situations not provided for herein, the Superintendent's power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.6 Layoff and Tie Breaking Criteria

In the event that there is a tie between two or more counselors with the same seniority date as a counselor, the following criteria will be used in the priority order indicated below to determine who will be laid off:

1. Seniority as counselor in District.
2. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
3. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
4. Length of additional paid full-time prior service to the District in a certificated position.
5. Length of additional paid full-time prior service in a certificated position outside of the district.
6. Length of additional paid full-time prior service to the District in a non-certificated position.
7. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
8. If the criterion above does not break a tie, a lottery will be used to determine who will be laid off.

ARTICLE 10: WORKING HOURS

10.1 Hours - General

The District recognizes that the varying nature of a counselor's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:

Counselors should be available in their office every day for students and parents before school and after school for the duration of the school year. Exception may be made by mutual agreement between the unit member and site administration based on the specific needs of the school.

Unit members must be on duty at least thirty (30) minutes before the beginning of the first class session and remain on duty for a reasonable length of time after the close of the student's regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs after reasonable prior consultation with the unit member. These modifications may not be of a permanent and/or continuing nature.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school. Lunch supervision shall be limited to no more than one student lunch period per day.

Minimum school-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, inservice days and the like. These minimum school-based assignment hours may be modified by mutual agreement between the immediate administrator and counselor.

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs. Counselors shall not be required to provide daily supervision of students during passing periods. However, in unique circumstances, counselors may be required to provide supervision of students during passing periods.

In assigning the duties as set forth in the preceding paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

In the event of a work stoppage, no counselor shall be required to substitute for any teacher.

10.2 Assigned Days of Work

The total number of assigned annual days of work for regular full time counselors is 198. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis. Counselors may request additional days of assignment. The district will grant or deny the request based on site/district needs as well as available budget.

The start and end dates for the 2022-23, 2023-24, and 2024-25 work years will be as follows (these dates are subject to change if the teacher work year is revised):

YEAR	START DATE	END DATE
2022-2023	July 20, 2022	May 26, 2023
2023-2024	July 19, 2023	May 24, 2024
2024-2025	July 17, 2024	May 23, 2025

In general, counselors will start their work year 13 days prior to the teacher start date and will end their work year on the last teacher work day. Site principals and counselors will have flexibility to make adjustments as necessary.

10.3 Counselor Meetings

Whenever practicable, as determined by the District, mandated counselor meetings shall be held during normal school hours.

10.4 Counselor Professional Development

Two (2) days will be provided by management for specific training for counselors. These days will be during the regular 198 day contract period. The professional development training will relate directly to day-to-day counselor services at the school site. Counselors' attendance at these two (2) professional development days is not optional and will be supported by site administration. Exceptions can be made in case of a school site emergency which requires the counselor(s) to be present (e.g. to provide support in case of a death of a student or staff member or for other emergency situations affecting a school site). Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.11.4. Unit members will also be required to participate in a make-up session that is of the same nature and quality to recoup the lost learning opportunity.

10.5 Beginning of Semester Professional Development Work Schedule

Counselors may be excused from the staff professional development meeting(s), which are held prior to the start of each semester. Principals and school counselors will confer within two weeks prior to the start of each semester to discuss counselor participation at any part of these meetings that involves school wide staff participation.

10.6 Class Coverage

In unique circumstances, unit members may be required to cover a class period. In these instances, unit members shall be compensated at the hourly rate of pay.

ARTICLE 11: PUPIL-TO-COUNSELOR RATIO

The Board of Trustees shall determine and regulate the ratio of pupils to counselors in relation to the total responsibilities, powers, and rights imposed upon, vested in, and reserved to, respectively, the Board by law.

11.1 The Board will continue its efforts to maintain staffing patterns that are in the best interests of students, sites, and programs. These efforts will be made in a manner that is fiscally responsible.

11.2 The Board shall promote counselor caseloads which are within the best interests of the students concerned.

11.3 The Board of Trustees agrees that it shall not arbitrarily or capriciously assign abnormally or unreasonably large counselor caseloads within the District.

Though the Board reserves the power to amend the pupil-to-counselor ratio for the ensuing school year at any time during the preceding school year as deemed appropriate, the Board is also cognizant of the effects of this ratio upon the jobs of counselors and the value of counsel with all employees, whether performing direct or indirect services to pupils, as well as factors enumerated herein above. Therefore, the District agrees to consult with all affected unit members prior to making changes in the pupil-to-counselor ratio, unless the need for change be deemed an emergency by the Board. If the Board determines that an emergency exists, it shall notify the Association in writing of its decision. The decision of the Board, following consultation, shall remain solely a decision of the Board.

ARTICLE 12: EVALUATION PROCEDURES

12.1 General Provisions

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

The Annual Administrative Conference is a crucial meeting between a school counselor and their school administrator where they formally discuss and agree upon the school counseling program's goal, priorities, use of the time, and overall direction for the upcoming school year, ensuring alignment between the counselor's program and the school's broader objectives; it serves as a key opportunity for collaboration and accountability regarding the school counseling program.

The counseling department at each school site will meet yearly to review their Annual Administrative Conference (Appendix G1-3). This meeting will take place at the first all – counselor professional development meeting in July. Each counselor will complete the Annual Administrative Conference at this meeting and meet with their site administrator prior to August15th.

12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

The District and the Association recognize that the evaluation process varies among the different members of the bargaining unit. Therefore, a three -tiered system shall be implemented to better utilize the time and efforts of the evaluator and the unit member. Informal observation shall be utilized in the evaluation process for all evaluation options. Accordingly, the evaluation process shall be comprised of the three following tiers, including the completion of the Annual Administrative Conference (Appendix G1-3):

12.2.1 Tiered Evaluation

Tier One - Probationary
A Tier One Counselor is a probationary unit member. The evaluation frequency and the process are as follows:

1. Probationary unit members shall be evaluated in their probationary year on a minimum of FIVE standards.
2. Standard 2 is required standard for evaluation.
3. Unit member shall select two unique standards.

4. Site administrators shall select two unique standards.
5. Site administrators have the option to select additional standards.

The Two – Permanent Counselor (Less than 10 Years)
A Tier Two Counselor is a permanent unit member with less than 10 years of service. The evaluation frequency and process are as follows:

1. Tier Two Counselors shall be evaluated at least once every two years.
2. Standard 2 is a required standard for evaluation.
3. Unit member shall select two unique standards.
4. Site administrators shall select two unique standards.
5. Site administrators have the option to select additional standards.

Tier Three – Permanent Counselor (10 Years or More)
A Tier Three Counselor is a permanent unit member with a least 10 years if service. The evaluation frequency and process are as follows:

1. Tier three Counselors shall be evaluated at least once every five years.
2. Standard 2 is a required standard for evaluation.
3. Unit member shall select two unique standards.
4. Site administrators shall select two unique standards.
5. Site administrators have the options to select additional standards.

12.2.2 Prior to August 15 of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference and review School Counselor Performance Evaluation (Appendix G5-14) and the Annual Administrative Conference (Appendix G1-3). They will identify the types of multiple measures and various examples of evidence that will assist the evaluator in evaluating the unit member on the elements within the selected 13 standards. They will decide upon the types of evidence that needs to be observed and indicating which types of evidence will be used to demonstrate proficiency levels. Once the multiple measures are identified, the evaluator will assess the unit member's practices during the year and use evidence collected to help determine progress and feedback.

12.2.3 The purpose of the preliminary evaluation conference shall be to review the planned activities to be achieved in the selected standards of evaluation:

12.2.3.1 Standard 1: The professional school counselor plans, organizes and delivers the school counselor program.

12.2.3.2 Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

12.2.3.3 Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of education and career plans.

12.2.3.4 Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

12.2.3.5 Standard 5: The professional school counselor provides system of support through effective school counseling program in collaboration with school staff.

12.2.3.6 Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.

12.2.3.7 Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery services of the school counseling program and solicits feedback to support program design.

12.2.3.8 Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

12.2.3.9 Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.

12.2.3.10 Standard 10: The professional school counselor uses time and calendars to implement an efficient program.

12.2.3.11 Standard 11: The professional school counselor develops a result-based evaluation for the program.

12.2.3.12 Standard 12: The professional school counselor conducts a yearly program audit.

12.2.3.13 Standard 13: The professional school counselor is a student advocate, leader, collaboration and a system change agent.

12.2.4 Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the School Counselor Performance Evaluation. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document.

12.2.5 The evaluatee shall be observed ongoing throughout the year based on the agreed upon standards. The designated administrator will meet unit member prior to the beginning of the second semester. At this time, the evaluator will meet with the unit member to share insights on the practices that have been observed and evidence collected during the first semester. The unit member may choose to bring additional artifacts to the meeting. Progress will be noted on the School Counselor Performance Evaluation that was discussed during the Preliminary Conference and the element ratings for the standards may be completed during the conference or after the conference. This is the time that professional development goals can be identified and other resources discussed to enable the teacher to pursue avenues for growth.

12.2.6 Observation Process - While all unit members will be observed during the year in meeting their roles and responsibilities as described in their respective continuums, counselors will also be formally observed in an instructional setting, such as a classroom or small group setting, parent presentation, or staff professional learning. Evaluators will use the Standard 2 Counselor Observation Form (Appendix G-15) to summarize learning during the observation. Following the observation, counselors will attend a conference within five working days to obtain feedback.

12.2.7 The School Counselor Performance Evaluation shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The certificated unit member shall have a conference with the appropriate administrator whenever the School Counselor Performance Evaluation is utilized. The evaluator/evaluatee is to sign the original and all copies of these forms. The original is retained by the school, one (1) copy is sent to the District Certificated Human Resources office and one (1) copy is retained by the evaluatee.

12.2.8 In the event that the member receives a review of Unsatisfactory a Counselor Performance Improvement Plan will be utilized see appendix G-16.

12.3 Conditions

12.3.1 The evaluator must maintain on file each completed evaluation form.

12.3.2 All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.

12.3.3 Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts. This may involve progressive discipline.

12.3.4 Upon request, a unit member shall be entitled to have a representative of his/her choice present when s/he is subject to disciplinary action. A request for such representation is made, any conference will be held within a period of time not to

exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.

12.4	Important Dates	Requirements
	August 15	Evaluation system explained to all appropriate unit members and distribution of necessary forms.
		Preliminary evaluation conference to develop elements and planned activities.
	End of First Semester	Report of Observation completed for appropriate unit members.
	By May 1	Final evaluation conference
	By the last day of school	Necessary forms filed in Certificated Human Resources office.

ARTICLE 13: SAFETY CONDITIONS

13.1 Safe Working Conditions

The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.

13.2 Responsibility

Both parties agree that the responsibility for safe working conditions is that of the Board, the responsibility for the maintenance of safe procedures and practices is that of the unit member.

13.3 Unsafe Conditions

Any assault or battery upon unit members or any threat of force or violence directed toward unit members at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor.

13.3.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe conditions will report said conditions to the immediate supervisor on the appropriate form. The District will respond to the unit member with a copy of the work order.

13.3.2 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor.

13.3.3 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include reporting such incidents to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

13.4 Physical Safety

Since physical safety of unit members is enhanced when school campuses are kept orderly and well disciplined, the District shall give all reasonable support and assistance to unit members as they attempt to maintain an atmosphere conducive to appropriate discipline on school grounds and in the classroom. Such support shall include:

13.4.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's jurisdiction, the unit member may inform the principal who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If

necessary, the principal may arrange for an appropriate specialist to attend the meeting.

13.5 Reimbursement for Personal Loss and/or Damage

13.5.1 The Board of Trustees will authorize payment of the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the unit member.

Covered items are:

13.5.1.1 Prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee,

13.5.l.2 Vehicles,

13.5.l.3 Other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee appointed by him/her for this purpose, at the time the approval for its use was given.

13.5.2 The following items are excluded from coverage under this article:

13.5.2.1 Vehicle collision (including hit and run incidents).

13.5.2.2 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the unit member are not included unless approved by the District in item 13.5.l.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

13.5.2.3 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

13.5.2.4 Cash, credit cards, or other cash equivalent items.

13.5.3 The maximum payment of any one claim is $1,500 or the actual cost, whichever is less in the case of vehicles and $1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the supervisor, and if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Office of the District and should be forwarded through the Principal or supervisor to the Business Office when completed.

13.5.4 To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

13.6 Use of Force

Unit members may take necessary action in the performance of their duties to insure the safety of themselves and/or others when necessary for the defense of themselves and/or others.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Counselors

Effective July 19, 2023, the 2022-2023 Counselors' Salary Schedule shall be increased by 4.5% and is hereby incorporated into the Agreement as Appendix B.

In the event another District employee unit receives an increase in salary on their salary schedule(s) greater than 4.5% for the 2023-2024 school year, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for 2023-2024.

14.2 Salary - Extra-Service Pay

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

Extra Service Pay shall be expressed as a percent of Column II, Step 1 of the 2023-24 Counselors' Salary Schedule (Appendix B) and the amount will increase as the Counselors' Salary Schedule increases.

Leadership Positions will be paid monthly with contract pay. Duties assigned are within the scope of the school day.

14.2.1 Removal of Extra-Service Pay

The District may remove unit members from extra-service pay positions (Appendix C) when a unit member changes sites or when a unit member no longer performs the duties associated with the stipend.

14.3 Salary Schedule Placement Advancement and Structure

14.3.1 Salary Schedule

Counselors who hold or qualify for the Pupil Personnel Services Credential, General Pupil Personnel Services Credential, or Standard Designated Services Credential with specialization in Pupil Personnel will be placed on and advanced on the salary schedule as follows:

14.3.1.1 Column I: Bachelor's Degree plus 30 semester hours

14.3.1.2 Column II: Bachelor's Degree plus 45 semester hours or Master's Degree

14.3.1.3 Column III: Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

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

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

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching or counseling outside the District shall be allowed at the rate of one step for one year of service.

Credit for credentialed service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step 7. Credit for credentialed experience in an accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

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

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

14.3.5 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

Regular full-time unit members, who in any one school year, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

Part-time unit members, who in any two consecutive school years, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.5.1 Any unit member with fifteen (15) complete years of credentialed service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.2 Any unit member with twenty (20) complete years of credentialed service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.3 Any unit member with twenty-five (25) complete years of credentialed service in the District shall be placed on Step 26 of the salary schedule.

14.3.6 Horizontal Movement

A notice of intent to change columns on the salary schedule shall be filed in the Certificated Personnel Office no later than March 15 of any school year. Contracts will be rewritten only after the unit member submits to the Certificated Personnel Office, prior to November 1, written proof of semester units completed or degree earned. Failure to meet either of these deadlines will preclude a column change that year.

Course credit for salary placement and movement shall be given only for lower division, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission.

14.3.6.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement.

14.3.6.1.1 Lower division, upper division or graduate courses that meet any of the five criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two weeks.

14.3.6.2 Criteria for courses accepted for salary advancement:

14.3.6.2.1 A subject directly related to the current or proposed assignment.

14.3.6.2.2 A subject directly related to a unit member's teaching major or minor.

14.3.6.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.6.2.4 A subject required by a California credential evaluation or renewal.

14.3.6.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.6.3 Evidence of satisfactory completion of course must be submitted to the Assistant Superintendent of Human Resources, prior to November 1.

14.3.6.4 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of the unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.7 Other Salary Schedule Credit

Full salary schedule credit shall be granted for overseas teaching and Peace Corps teaching. Full salary schedule credit up to six years shall be granted to all counselors newly employed in the District for credentialed teaching or counseling experience gained prior to employment in the Anaheim Union High School District.

The Superintendent may recommend salary schedule credit for experience gained which is related to counseling.

14.3.8 Doctoral Degree Stipend

An additional annual stipend of $2,814 will be paid for an earned doctoral degree from an accredited university. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

14.3.9 National Board Certification

Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of $2,814.

14.4 Extra Duty

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

14.5 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his/her personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the IRS rate with prior approval of their supervisor.

14.6 Part-Time Employment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time certificated unit member subject to the following conditions:

14.6.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.

14.6.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment; and currently earning a salary equivalent to Column I, Step 7, or more.

14.6.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half the days required for the individual's position classification.

14.6.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.

14.6.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.

14.6.6 The unit member who elects a reduced workload in accordance with the conditions of this section shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount

that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

14.6.7 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.

14.6.8 No unit member shall be entitled to receive retirement credit for more than five (5) years service under this section.

14.7 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's miscellaneous rate of pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

ARTICLE 15: HEALTH AND WELFARE

15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

15.1.1 Medical Insurance

PPO: Beginning January 1, 2024, the standard frame allowance is increasing from $115 to $175 every 24 months, the Walmart/Sam's Club frame allowance is increasing from $70 to $175 every 24 months, and the Costco frame allowance is increasing from $70 to $95 every 24 months.

EPO: Beginning January 1, 2024, the standard frame allowance is increasing from $115 to $175 every 24 months, the Walmart/Sam's Club frame allowance is increasing from $70 to $175 every 24 months, and the Costco frame allowance is increasing from $70 to $95 every 24 months.

The blended super composite rate shall be the weighted average of the PPO and EPO super composite rates. Beginning with the 2024 calendar year, the District's contribution to the blended super composite rate shall not exceed $18,022.

2013 blended super composite rate calculation example.

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

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

46% of $11,808 = $5432. 54% of $14,364 = $7,757.

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

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible dependents.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance for unit members and eligible dependents, or Delta Care PMI dental insurance for unit members and eligible dependents.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or APGA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee ("Committee") is to fulfill the commitment contained herein and in previous memorandum of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly, the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district's contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates the Committee will make suggestions for cost containment.

15.2.3 The Committee's final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rates shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. If such agreement is not reached prior to November 1 of each year the district is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

15.3 Right to Contract

The Association shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such

request and a copy of any answer received from the contract administrator shall be sent to the District.

15.4 Self-Insurance Plan

The District will maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans.

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance to the Business Office the difference between the current year costs and the 1979-80 costs.

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the district-paid benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

15.6 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

ARTICLE 16: JOB SHARING

16.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.

16.2 Procedures

16.2.1 Requests or applications for a job-sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.

16.2.2 A request or application for job-sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.

16.2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.

16.2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.

16.2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.

16.2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.

16.3 Notwithstanding other provisions of this Agreement, job-sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. This agreement does not supersede any previous written agreement made between job-sharing unit members and the District pertaining to the distribution of health and welfare benefits.

16.4 Salary Schedule Advancement

In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the 198 counselor work days, which is a total of 148 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

16.5. Return to Full-Time Assignment

16.5.1 If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.

16.5.2 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.

16.5.3 If a job sharing unit member decides to end his/her job share agreement and return to a full-time position, or if the District revokes the job-sharing agreement, the other unit member must return full-time or resign his/her position.

16.6 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing.

This article is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice.

ARTICLE 17: DISCIPLINE

17.1 Personnel Files

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review, or with the unit member's consent, may conduct the review. Each unit member's personnel file shall contain only the following:

17.1.1 Pre-employment information

17.1.2 Copies of annual contracts and supplemental contracts

17.1.3 Transcripts

17.1.4 Certification material

17.1.5 Letters of commendation

17.1.6 Copies of official personnel action

17.1.7 Written evaluations

17.1.8 Other materials, as agreed between the unit members and the Director, Human Resources.

Materials placed in the unit member's file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her personnel file within a reasonable period of time following the date of the complaint, any material shall be removed from the file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

17.2 Process

Normally, the District shall utilize a "Progressive Discipline" procedure which utilizes the following steps:

17.2.1 Verbal warning(s)

17.2.2 Written warning

17.2.3 Written reprimand(s)

17.2.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed, however, that no unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause. This second, 17.2.4, shall not apply to extra service pay positions.

17.3 Notice of Progressive Discipline

In the administration of the overall discipline program of the District, any written notice will clearly state if the discipline represents a:

17.3.1 Written warning, or

17.3.2 Written Reprimand.

17.4 Right to Representation

A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, a conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.5 Removal of Unit Member From Extra Service Pay

It is understood by the parties that the District may remove unit members from extra service pay positions (Appendix C or ASTA Appendix C-2 through C-4) subject to due process. For purposes of this section, due process means:

17.5.1 Verbal warning(s)

17.5.2 Written warning

17.5.3 Reprimand

17.5.4 Removal

The District may also remove a unit member from extra-pay and leadership positions (Appendix C or ASTA Appendix C-2 through C-4) due to deficiencies in performance. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. It is understood that any written materials or documents related to the removal of a unit member from an extra service pay position shall not be placed in the unit member's personnel file. This does not prohibit the documentation of serious offenses involving moral turpitude to be included in the personnel file.

ARTICLE 18: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any counselor is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE 19: MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through the first work day of the 2025-26 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school years 2023-24, and 2024-25 Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil to Counselor Ratio, and all MOUs, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2023-24. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2022-23, 2023-24 and 2024-25, notwithstanding the results of the limited reopener of negotiations as outlined above.

DATED: April 26, 2023

Brad Jackson (May 19, 2023 10:02 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Kenneth Gompert (May 18, 2023 18:34 PDT)

Ken Gompert
Chief Negotiator
APGA

Lacie Mounger

Lacie Mounger
President
APGA

Anaheim Union High School District
2023-2024
Student/Teacher Calendar

July 2023					November 2023					March 2024				
3	4*	5	6	7			1	2	3					1
10	11	12	13	14	6	7	8	9	10*	4	5	6	7	8
17	18	19	20	21	13	14	15	16	17	11	12	13	14	15<
24	25	26	27	28	20	21	22	23*	24*	18	19	20	21	22
31					27	28	29	30		25	26	27	28	29*
August 2023					**December 2023**					**April 2024**				
	1	2	3	4					1	1	2	3	4	5
7++	8+	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21#	22<	22	23	24	25	26
28	29	30	31		25*	26*	27	28	29	29	30			
September 2023					**January 2024**					**May 2024**				
				1	1*	2*	3	4	5			1	2	3
4*	5	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15*	16	17	18	19	13	14	15	16	17
18	19	20	21	22	22	23	24	25	26++	20	21	22#	23<	24+
25	26	27	28	29	29	30	31			27*	28	29	30	31
October 2023					**February 2024**					**June 2024**				
2	3	4	5	6<				1	2					
9++	10	11	12	13	5	6	7	8	9	3	4	5	6	7
16	17	18	19	20	12*	13	14	15	16	10	11	12	13	14
23	24	25	26	27	19*	20	21	22	23	17	18	19*	20	21
30	31				26	27	28	29		24	25	26	27	28

School Begins

Non-Student/Non-Teacher Day

*** Holidays**

+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

 # Minimum Day for H.S. Students Only

Underlined Days (May 28-June 3) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	42	Aug	9	--	Oct	6
2	48	Oct	10	--	Dec	22
3	46	Jan	8	--	Mar	15
4	44	Mar	18	--	May	23

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 15, 2023
November 9, 2023 (Thursday)
February 9, 2024
April 19, 2024

Grades Due Fridays
10:00 a.m. at the site on:
October 13, 2023
January 12, 2024
March 22, 2024
May 24, 2024

Board Approved: April 13, 2023

Anaheim Union High School District
2024-2025
Student/Teacher Calendar

July 2024				
1	2	3	4*	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2024				
			1	2
5++	6+	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September 2024				
2*	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October 2024				
	1	2	3	4<
7++	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2024				
				1
4	5	6	7	8
11*	12	13	14	15
18	19	20	21	22
25	26	27	28*	29*

December 2024				
2	3	4	5	6
9	10	11	12	13
16	17	18	19#	20<
23	24*	25*	26	27
30	31*			

January 2025				
		1*	2	3
6	7	8	9	10
13	14	15	16	17
20*	21	22	23	24
27	28	29	30	31++

February 2025				
3	4	5	6	7
10*	11	12	13	14
17*	18	19	20	21
24	25	26	27	28

March 2025				
3	4	5	6	7
10	11	12	13	14<
17	18	19	20	21
24	25	26	27	28*
31				

April 2025				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May 2025				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21#	22<	23+
26*	27	28	29	30

June 2025				
2	3	4	5	6
9	10	11	12	13
16	17	18	19*	20
23	24	25	26	27
30				

School Begins

Non-Student/Non-Teacher Day

* Holidays

\+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

\# Minimum Day for H.S. Students Only

Underlined Days (May 27-June 2) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	42	Aug	7	--	Oct	4
2	48	Oct	8	--	Dec	20
3	46	Jan	6	--	Mar	14
4	44	Mar	17	--	May	22

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 13, 2024
November 8, 2024
February 7, 2025
April 18, 2025

Grades Due Fridays
10:00 a.m. at the site on:
October 11, 2024
January 10, 2025
March 21, 2025
May 23, 2025

Board Approved: April 13, 2023

Anaheim Union High School District
2025-2026
Student/Teacher Calendar

July 2025					November 2025					March 2026				
	1	2	3	4*						2	3	4	5	6
7	8	9	10	11	3	4	5	6	7	9	10	11	12	13<
14	15	16	17	18	10++	11*	12	13	14	16	17	18	19	20
21	22	23	24	25	17	18	19	20	21	23	24	25	26	27*
28	29	30	31		24	25	26	27*	28*	30	31			
August 2025					**December 2025**					**April 2026**				
				1	1	2	3	4	5			1	2	3
4++	5+	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15	16	17	18#	19<	13	14	15	16	17
18	19	20	21	22	22	23	24*	25*	26	20	21	22	23	24
25	26	27	28	29	29	30	31*			27	28	29	30	
September 2025					**January 2026**					**May 2026**				
1*	2	3	4	5				1*	2					1
8	9	10	11	12	5	6	7	8	9	4	5	6	7	8
15	16	17	18	19	12	13	14	15	16	11	12	13	14	15
22	23	24	25	26	19*	20	21	22	23	18	19	20#	21<	22+
29	30				26	27	28	29	30++	25*	26	27	28	29
October 2025					**February 2026**					**June 2026**				
		1	2	3						1	2	3	4	5
6	7	8	9	10<	2	3	4	5	6	8	9	10	11	12
13	14	15	16	17	9*	10	11	12	13	15	16	17	18	19*
20	21	22	23	24	16*	17	18	19	20	22	23	24	25	26
27	28	29	30	31	23	24	25	26	27	29	30			

School Begins

Non-Student/Non-Teacher Day

*** Holidays**

+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

 # Minimum Day for H.S. Students Only

Underlined Days (May 26-June 1) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	47	Aug	6	--	Oct	10
2	43	Oct	13	--	Dec	19
3	46	Jan	5	--	Mar	13
4	44	Mar	16	--	May	21

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 12, 2025
November 7, 2025
February 6, 2026
April 17, 2026

Grades Due Fridays
10:00 a.m. at the site on:
October 17, 2025
January 9, 2026
March 20, 2026
May 22, 2026

Board Approved: December 19, 2024

ANAHEIM UNION HIGH SCHOOL DISTRICT

2024/25 COUNSELOR SALARY SCHEDULE

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	**I**	**II**	**III**
1	$73,629	$79,883	$87,043
2	$77,754	$84,014	$91,166
3	$81,886	$88,135	$95,298
4	$86,006	$92,267	$99,430
5	$90,142	$96,395	$103,557
6	$94,270	$100,530	$107,680
7	$98,396	$104,658	$111,816
8	$102,529	$108,779	$115,948
9	$106,659	$112,919	$120,081
10	$110,792	$117,049	$124,217
11	$114,929	$121,184	$128,335
LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)			
16	$120,698	$126,953	$134,104
21	$126,466	$132,721	$139,872
26	$135,146	$141,401	$148,552

Doctorate: $2,814

National Board Certification: $2,814

Miscellaneous Rate of Pay: $55.04 (Effective 7/1/24)

Initial Salary Placement: Initial placement for years of experience is based on the following:

1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
2. A maximum of six (6) years of experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: Pending
Effective: July 1, 2024

APPENDIX B

ANAHEIM UNION HIGH SCHOOL DISTRICT
2022-2023

EXTRA SERVICE PAY SCHEDULE

JUNIOR HIGH AND SENIOR HIGH SCHOOL
COUNSELORS

1. **EL COORDINATOR STIPEND:** $1,653 per year - paid at the end of each semester.

   Refer to Appendix E-MOU–English Learner Coordinator Stipend. This agreement will begin with the 2013-2014 school year and continue until a new agreement is reached.

2. **ACTIVITIES**: To be paid half at the end of each semester. Counselors assigned to extra service positions in Junior High and Senior High Schools shall be compensated as explained in 14.2 of this Agreement.

Position	Total
Puente Coordinator	$1,200

3. **LEADERSHIP POSITIONS**: Counselors assigned to leadership positions in Junior High and Senior High Schools shall be compensated monthly as explained in 14.2 of this Agreement. Duties assigned are within the scope of the school day.

Position	Percentage
Junior High School Department Chairs	5.06
Senior High School Department Chairs	7.37

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

APPENDIX C

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM
Classified & Certificated Employee Quick Reference
INTERNET ACCESS INSTRUCTIONS

System Phone Number: **(714) 999-3516**

Help Desk Phone Number: **(714) 999-3550**

Write your Access ID here: **64-0000-** _ _ _ _ **or 64-000** _ _ _ _ _ (no leading zeros)

Write your PIN here: _____

Web Browser URL: **https:anaheimuhsd.eschoolsolutions.com**

SIGN IN

Open your browser and access the SmartFind*Express* Sign In page. Enter your Access ID and PIN.

PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

PROFILE

Information

- Review profile status and address information.

Update Email

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

TO CREATE AN ABSENCE

Choose the *Create an Absence* link

Important Note: Items in Bold are <u>required</u> to complete an Absence.

- **Select the Location**
- **Select the Classification**
  - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**
  NOTE: *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment.* SFE will proceed with arranging a substitute while awaiting administrator approval.
- **Indicate if a substitute is required for this absence**
  - Choose Yes or No
- **Select Start and End Dates for your absence**
  - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
  - To change defaults, enter time in HH:MM am or pm format
  - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
  - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
  - Modify daily schedule and/or times for absence and substitute
- ***FOR CERTIFICATED EMPLOYEES ONLY***: Request a particular substitute
  - Enter the substitute's access ID number or use the Search feature to find the substitute by name
    - Indicate if the requested substitute has accepted this job
      - Yes = substitute is prearranged and will not be called and offered the job
      - No = call will be placed and the substitute will be offered the job
    - Enter special instructions for the substitute to view
    - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

COMPLETE! You **MUST receive a Job Number** for your absence to be recorded in the system and to receive a substitute.

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.
Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

---

SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFind*Express*. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFind*Express*.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFind*Express,* and close the web browser when you finish with your session.

You can click the Help link to access Help Guides and How-to videos.

Important Note: *Do NOT use the browser's BACK button to navigate to screens.*
Navigation buttons are on the bottom of SmartFind*Express screens, such as the Return to List and Continue buttons.*

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM
Classified & Certificated Employee Quick Reference
INTERNET ACCESS INSTRUCTIONS

System Phone Number: **(714) 999-3516**

Help Desk Phone Number: **(714) 999-3550**

Write your Access ID here: **64-0000-** _ _ _ _ **or 64-000** _ _ _ _ _ (no leading zeros)

Write your PIN here: _____

Web Browser URL: **https:anaheimuhsd.eschoolsolutions.com**

THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	Today's Jobs	**Future Jobs**
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

REASONS FOR ABSENCE (listed in order of voice prompt):

1. PERSONAL ILLNESS	15. VACANCY	20. ADMINISTRATIVE LEAVE	3. NON-DUTY DAY
10. PERSONAL WITHOUT PAY	16. FAMILY LEAVE	21. LTS-VACANCY	4. PERSONAL NECESSITY
11. SUBPOENA	17. GROWTH	22. LTS-PERSONAL LEAVE	7. WORKER'S COMP
12. MILITARY LEAVE	18. TRAGEDY LEAVE	23. LTS-MILITARY LEAVE	8. BEREAVEMENT
13. SABBATICAL	19. CHILD/PRNT/SPOUSE	24. UNION BUSINES	9. JURY DUTY
14. *VACATION	2. EXCUSED	25. FURLOUGH DAY	

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

REGISTRATION

1. Enter your **Access ID** followed by the star (*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (*) key.
3. Record your name followed by the star (*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (*) key.

TELEPHONE ACCESS INSTRUCTIONS

1. Enter your **Access ID** followed by the star (*) key
2. Enter your **PIN** followed by the star (*) key

MENU OPTIONS

1 – Create an Absence
2 – Review, Cancel Absence or Modify Special Instructions
3 – Review Work Locations and Job Descriptions
4 – Change PIN, Re-record Name
9 – Exit and hang-up

TO CREATE AN ABSENCE

1. Enter dates for the absence
   PRESS 1 if the Absence is only for today
   PRESS 2 if the Absence is only for tomorrow
   PRESS 3 to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time
   Enter Start Date
   PRESS 1 to Accept the date offered
   PRESS 2 to Enter start date (MMDD)

3. Enter the reason from above followed by the star (*) key or wait for a list of reasons

FOR ***CERTIFICATED*** EMPLOYEES:	FOR ***CLASSIFIED*** EMPLOYEES:
4. Record Special Instructions **PRESS 1** to Record special instructions. Press the star (*) key when done **PRESS 2** to Bypass this step	4. Complete Absence **PRESS 1** to Receive the job number ***Record the Job Number. The Job Number is your confirmation.***
5. Is a Substitute Required? **PRESS 1** if a substitute is required **PRESS 2** if a substitute is not required	
6. If you **pressed 1**, a substitute is required	
7. If you **pressed 1**, a substitute is required **PRESS 1** to Request a particular substitute Enter the substitute access ID, followed by the star (*) key **PRESS 1** to Accept requested substitute **PRESS 1** if the Substitute should be called **PRESS 2** if the Substitute has already agreed to work and does not need to be called **PRESS 2** to Bypass requesting a substitute	
8. Complete Absence **PRESS 1** to Receive the job number ***Record the Job Number. The Job Number is your confirmation.***	

TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Hear the job information
PRESS 1 to Hear absence information again
PRESS 2 to Modify special instructions
PRESS 3 to Cancel the absence

If you **pressed 3** to Cancel the job
PRESS 1 to Confirm the cancellation request
If a substitute is assigned to the absence
PRESS 1 for the System to call the assigned substitute
PRESS 2 to Not have the system call the substitute
Once you confirm a request to cancel the job, you **MUST** wait for the system to say ***"Job Number has been cancelled."***

TO CHANGE PIN or RE-RECORD NAME

PRESS 1 to Change your PIN
PRESS 2 to Change the recording of your name

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

English Learner Coordinator Stipend

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

An annual stipend will be paid to the English Learner (EL) Coordinator based on the number of EL students served at the site as determined by the CALPADS report in the fall of the current school year. The compensation will be determined using the following formula:

Number of EL Students Served	Annual Stipend
1-150	$600 base stipend
Each additional student above 150	$2.40 per student added to base stipend

The stipend will be paid in two equal semester payments.

The responsibilities and roles matrix for EL services will be provided to the EL Coordinators and all counselors by the Education Division each school year before or at the first EL Coordinator meeting.

If no counselor agrees to be the EL Coordinator, the principal will then meet with the site counseling team to discuss their shared roles and responsibilities in regards to EL students. The principal will follow up by meeting with the lead counselor to discuss and select one of the counselors to be the EL Coordinator and who will receive the stipend for that school year.

The duties and responsibilities of EL Coordinators will be provided to all counselors by Education Services at the beginning of each school year.

While this MOU is in effect, this agreement replaces Appendix C (Extra Service Pay Schedule) Item 2 (EL Stipend). All other contract language in Appendix C still applies.

This agreement will be effective for the 2015-2016 school year and replaces the previously negotiated MOU. The agreement will continue until a new agreement is reached.

This agreement is dated: March 22, 2016

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger
Co-President
APGA

Kyle Hendricksen
Co-President
APGA

APPENDIX E

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Personnel and Guidance Association (APGA)

Health and Welfare Program Change Effective January 1, 2024

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2024:

Vision

EPO

- Beginning January 1, 2024, the standard frame allowance is increasing from $115 to $175 every 24 months, the Walmart/Sam's Club frame allowance is increasing from $70 to $175 every 24 months, and the Costco frame allowance is increasing from $70 to $95 every 24 months.

PPO

- Beginning January 1, 2024, the standard frame allowance is increasing from $115 to $175 every 24 months, the Walmart/Sam's Club frame allowance is increasing from $70 to $175 every 24 months, and the Costco frame allowance is increasing from $70 to $95 every 24 months.

The current maximum District contribution to the blended super composite rate is $17,022. For calendar year 2024, the maximum District contribution to the blended super composite rate will be $18,022.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/30/23

Brad Jackson (Oct 31, 2023 11:02 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger (Oct 31, 2023 10:16 PDT)

Lacie Mounger
Co-President
APGA

Brittany Bouska (Oct 31, 2023 10:03 PDT)

Brittany Bouska
Co-President
APGA

Annual Administrative Conference

School Counselor _____ School Year _____

After completing the school data summary, I have identified the following data priorities:

_____

_____

_____

Based on these data priorities, I will address the following goals as listed in the annual student outcome goal plan templates:

Annual Student Outcome Goals	
1	
2	

School Counselor Use of Time			
A minimum of 80% of time is recommended for direct and indirect student services and 20% or less in program planning and school support.			
Use of Time from Previous School Year ***Based on two use-of-time 5-day calculators from previous school year (attached)***			
Direct Student Services	Indirect Student Services	Program Planning and School Support	Non-School-Counseling Duties
%	%	%	%
Use-of-Time Plan for Current School Year ***Indicate your planned time allocations for this school year***			
Direct Student Services	Indirect Student Services	Program Planning and School Support	Non-Counseling Duties
%	%	%	%

Ratio and Caseload

The American School Counselor Association recommended ratio is one school counselor per 250 students.

Ratio One School Counselor Per ____ Students

Caseload defined by:

- ☐ Alpha Assigned: Last names beginning with: _____ to _____
- ☐ Grade Level: Students in grades: _____
- ☐ All Students in Building
- ☐ Other: _____

Program Implementation Plan to Address Priorities

Attach the following documents for review and discussion during the conference:

- Classroom and Group Mindsets & Behaviors Action Plan
- Closing-the-Gap Action Plan
- Annual Calendar

Advisory Council

The school counseling advisory council will meet to provide feedback and input on the school counseling program.

Fall Meeting Date:	
Spring Meeting Date:	
Proposed Members: *(names and stakeholder position)*	

Professional Development

I plan to participate in the following professional development based on annual student outcome goals and my School Counselor Professional Standards & Competencies self-assessment.

Date(s)	Topic	Cost

School and District Committees and Professional Work		
Group	Time Commitment	School Counselor's Role

Budget Materials and Supplies

Materials and supplies needed:	

Annual budget: $ _____

School Counselor Availability/Office Organization

The school counseling office will be open for students/parents/teachers from _____ to _____

My hours will be from _____ to _____ (if flexible scheduling is used)

The career center will be open from _____ to _____

Other Staff and Volunteers

Role/Responsibility	**Person Assigned** (no signature required)
School Counseling Department Assistant	
Attendance Assistant/Clerk	
Data Manager/Registrar	
College and Career Center Assistant	
Other Staff	
Volunteers	
Signatures of school counselor and administrator must be within the first two months of school.	
School Counselor Signature	
Administrative Signature	
Date Conference Held & Template Signed	
First Day of School	

ANAHEIM UNION HIGH SCHOOL DISTRICT

Directions and Timeline Information
For
Counselor Evaluation

INITIAL CONFERENCE FOR COUNSELOR EVALUATION:

- The administrator and counselor will review the specifically chosen standards for evaluation and Annual Administrative Conference, make any necessary modifications, and sign the School Counselor Performance Evaluation (Appendix G-5) in agreement prior to August 15.
- A copy of the signed form will be given to the counselor, and the original will be filed on campus.

The administrator will use the Standard 2 Counselor Observation Form when observing the counselor during the school year. It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of the first semester.

PROGRESS MONITORING MEETING:

- The administrator and counselor will meet prior to the end of the first semester to discuss progress towards meeting agreed upon standards.

FINAL RATING:

- Administrator will use any observation forms/notes to complete the school counselor performance evaluation.
- Each standard selected by the counselor and administrator will be rated by the administrator (Unsatisfactory, Developing, Proficient) based on the scale on the form.
- Refinements must be made if a counselor is rated an Unsatisfactory; comments are encouraged for ratings Developing and Proficient.
- The administrator will determine a final rating of all evaluation categories as: Unsatisfactory, Developing, Proficient.
- The administrator will review the completed School Counselor Performance Evaluation (appendix G-5) with the counselor prior to May 1.
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor's signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days of the final evaluation meeting.

THIS FORM'S FORMAT WAS REVISED. SIGNATURE SECTIONS WERE ADDED FOR PRELIMINARY CONFERENCE . TIER SECTION WAS ADDED

Anaheim Union High School District
School Counselor Performance Evaluation
Based on the American School Counselor Association National Model™

School Counselor Name		**Date:**	

Evaluator's Name		**Position:**	

Preliminary Conference Date: ***Review planned performance evaluation**	

Counselor Signature:		**Date:**	
Administrator Signature:		**Date:**	

Select the appropriate box below to indicate the tier represented by this evaluation.

- **Tier One - Probationary**
  A Tier One Counselor is a probationary unit member. The evaluation frequency and process are as follows:
  1. Probationary unit members shall be evaluated in their probationary year on a minimum of FIVE standards.
  2. Standard 2 is a required standard for evaluation
  3. Unit member shall select two unique standards.
  4. Site administrators shall select two unique standards.
  5. Site administrators have the option to select additional standards.
- **Tier Two - Permanent Counselor (Less than 10 Years)**
  A Tier Two Counselor is a permanent unit member with less than 10 years of service. The evaluation frequency and process are as follows:
  1. Tier Two Counselors shall be evaluated at least once every two years.
  2. Standard 2 is a required standard for evaluation
  3. Unit member shall select two unique standards.
  4. Site administrators shall select two unique standards.
  5. Site administrators have the option to select additional standards.
- **Tier Three - Permanent Counselor (10 Years or More)**
  A Tier Three Counselor is a permanent unit member with at least 10 years of service. The evaluation frequency and process are as follows:
  1. Tier three Counselors shall be evaluated at least once every five years.
  2. Standard 2 is a required standard for evaluation

3. Unit member shall select two unique standards.
4. Site administrators shall select two unique standards.
5. Site administrators have the option to select additional standards.

Choose the standards to be evaluated during this evaluation period. Refer to the tier structure above to select the required number of standards. Specify whether each standard was selected by the counseling employee (C) or the administrator (A).

C	A	Standard	Standard Description
		1	**The professional school counselor plans, organizes, and delivers the school counseling program.**
X	X	2	**The professional school counselor implements the core counseling curriculum through effective instructional skills and carefully planning structured group sessions for all students.**
		3	**The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.**
		4	**The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation, and referral skills.**
		5	**The professional school counselor provides system support through effective school counseling program management and support for other educational programs.**
		6	**The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.**
		7	**The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and soliciting feedback to support program design.**
		8	**The professional school counselor collects and analyzes data to guide program direction and emphasis.**
		9	**The professional school counselor monitors students regularly as they progress in school.**
		10	**The professional school counselor uses time and calendars to implement an efficient program.**
		11	**The professional school counselor develops a results-based evaluation for the program.**
		12	**The professional school counselor conducts a yearly program audit.**
		13	**The professional school counselor is a student advocate, leader, collaborator, and system change agent.**

The counselor will be evaluated using the following rubric. The evaluating administrator is expected to provide relevant reinforcement/refinement for each of the selected standards above. Note: Standards not selected will be left blank.

U	**Unsatisfactory**
D	**Developing**
P	**Proficient**

Standard 1: The professional school counselor plans, organizes, and delivers the school counseling program.	**U**	**D**	**P**
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.			
1.2 The school counseling program supports the academic, personal/social, and career development of all students.			
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.			
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.			
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.			
Overall Rating for Standard 1			
Rating is based on the following observations:			
Comments:			

Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.	**U**	**D**	**P**
2.1 The professional school counselor teaches the core counseling curriculum effectively.			
2.2 The professional school counselor develops materials and instructional strategies to meet the student's needs and school goals.			
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.			
Overall Rating for Standard 2			
Rating is based on the following observations:			
Comments:			

Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.	U	D	P
3.1 The professional school counselor, in collaboration with parents or guardians, helps students establish goals and develop and use planning skills.			
3.2 The professional school counselor demonstrates the accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.			
The overall rating for Standard 3			

Rating is based on the following observations:

Comments:

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation, and referral skills.	U	D	P
4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.			
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators, and other relevant individuals.			
4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers, and other school personnel.			
Overall Rating for Standard 4			

Rating is based on the following observations:

Comments:

Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.	U	D	P
5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.			
5.2 The professional school counselor provides support for other school programs.			
Overall Rating for Standard 5			

Rating is based on the following observations:

Comments:

Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.	U	D	P
6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has an agreement.			
6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.			
6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.			
Overall Rating for Standard 6			

Rating is based on the following observations:

Comments:

Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.	U	D	P
7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.			
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.			

7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.			
Overall Rating for Standard 7			

Rating is based on the following observations:

Comments:

Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.	**U**	**D**	**P**
8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.			
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.			
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.			
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.			
Overall Rating for Standard 8			

Rating is based on the following observations:

Comments:

Standard 9: The professional school counselor monitors students regularly as they progress in school.	**U**	**D**	**P**
9.1 The professional school counselor is accountable for monitoring every student's progress.			
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.			
9.3 The professional school develops appropriate interventions for students as needed and monitors their progress.			
Overall Rating for Standard 9			

Rating is based on the following observations:
Comments:

Standard 10: The professional school counselor uses time and calendars to implement an efficient program.	**U**	**D**	**P**
10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.			
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff, and students.			
10.3 The professional school counselor posts a weekly or monthly calendar.			
10.4 The professional school counselor analyzes time spent providing direct service to students.			
Overall Rating for Standard 10			
Rating is based on the following observations:			
Comments:			

Standard 11: The professional school counselor develops a results-based evaluation for the program.	**U**	**D**	**P**
11.1 The professional school counselor measures results attained from the core counseling curriculum and closing the gap activities.	**U**	**D**	**P**
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.			
11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.			
Overall Rating for Standard 11			
Rating is based on the following observations:			

Comments:

Standard 12: The professional school counselor conducts a yearly program audit.	**U**	**D**	**P**
12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.			
12.2 The professional school counselor shares the results of the program audit with the advisory council**.**			
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.			
Overall Rating for Standard 12			
Rating is based on the following observations:			
Comments:			

Standard 13: The professional school counselor is a student advocate, leader, collaborator, and a system change agent.	**U**	**D**	**P**
13.1 The professional school counselor promotes the academic success of every student.			
13.2 The professional school counselor promotes equity and access for every student.			
13.3 The professional school counselor takes a leadership role within the counseling department, the school settin,g and the community.			
13.4 The professional school counselor understands reform issues and works to close the achievement gap.			
13.5 The professional school counselor collaborates with teachers, parents, and the community to promote the academic success of students.			
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.			
13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement.			
Overall Rating for Standard 13			

Rating is based on the following observations:
Comments:

OVERALL PERFORMANCE RATING

- **UNSATISFACTORY**
- **DEVELOPING**
- **PROFICIENT**

Areas of strength
Areas of professional growth

Evaluee's signature indicates that the evaluation has been read and discussed. It does not necessarily indicate agreement with the evaluation. In the event of any disagreement, the employee has the right to present his/her point of view by submitting a response within ten (10) days to the evaluator.

School Counselor		**Date**	
Evaluator		**Date**	

Distribution: Administrator, School Counselor, Personnel File

Standard 2 Counselor Observation Form

Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

Counselor:	
Date of Evaluation:	
Evaluator:	

Core Curriculum Lesson [] Small Group [] Parent Presentation [] Staff PL [] Other []

Summary of Observation

Observed Strengths

Observed Areas of Growth

Additional Comments

Counselor Performance Improvement Plan

Counselor's Name:_____

Supervisor: _____ School:_____ Date:_____
*Developed in cooperation with administrator, counselor, and association representative

Area(s) of Concern:
Performance Standard(s) _____ Concerns:

Supervisor's expectations moving forward:

Assistance to be provided to the counselor in meeting expectations:

Timeline:

Signatures

Counselor		Date	
Administrator		Date	
Association Member		Date	

Original to Counselor **Copy to Supervisor** **Copy to Human Resources**

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

PUPIL-TO-COUNSELOR RATIO

The Anaheim Personnel and Guidance Association (APGA) and the District agree to meet to discuss concerns about Pupil-to-Counselor ratios and look at options to continue reducing these ratios in the 2015-2016 and subsequent school years. These meetings will occur prior to May 1 of each school year.

This agreement will remain in effect for the 2022-2023, 2023-2024, and 2024-2025 school years and will continue until a new agreement is reached.

This agreement is dated: April 26, 2023

Brad Jackson (Apr 28, 2023 15:56 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger

Lacie Mounger
President
APGA

APPENDIX H

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTIRCT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR ON SPECIAL ASSIGNMENT

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

Duration

The duration of this MOU is from July 1, 2021 through June 30, 2025.

Job Description

- Support each school's counseling team in the process of implementation and execution of the AUHSD Educational Pledge
- Serves as liaison between counselors and district management
- Assists in the coordination of professional development activities for counselors, and may be expected to provide direct training as needed
- Assists counselors and the school's site administrator in assessing their needs and supports implementing a comprehensive guidance program that addresses the academic, career, and personal/social development of all students
- Assists in the coordination of professional development activities with counselors and provides support in promoting the academic, career, and personal/social development of students
- Assists in the re-design of the counseling evaluation tool and support the director with the maintenance and monitoring of the evaluation tools effectiveness
- Supports the director in facilitating district all-counseling and lead counseling meetings
- Facilitates the counselor task force, designed to establish and improve best practices
- Work with local universities to recruit counseling interns
- Performs other counselor specific duties, as required

WORKING HOURS

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

10.2 Assigned Days of Work – current contract language as stated per article 10.2 with the addition of up to 13 additional work days.

APPENDIX I

Extra Service Pay

Appendix C (3)-The COSA will receive a stipend consistent with the Extra Pay Schedule for Senior High School Department Chairs.

Return Rights

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (3). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.

For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

Backfilling the Vacant Counselor Position

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 26, 2023

Brad Jackson
Brad Jackson (May 2, 2023 08:52 PDT)
Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger
Lacie Mounger
President
APGA

APPENDIX I

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR ON SPECIAL ASSIGNMENT (SEL)

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

Duration

The duration of this MOU is from May 1, 2023 through June 30, 2024.

Job Description

- Collaborate with Waymakers to implement the Elevate Youth grant focused on drug and alcohol prevention programs at four pilot schools.
- Work with the site mental health leads, site social worker, and other team members to implement a school site alternative to the suspension program.
- Work with each junior high school to implement youth development activities focused on mental health, drug prevention, safety, and violence prevention.
- Support high schools in structuring or implementing mental health clubs on campus, mental health campaigns, etc.
- Develop reports and maintain data specified by the grant and the department.
- Communicates and documents efforts designed to track efforts and support the improvement and sustainability of the position and program.
- Attend district office team meetings, site meetings, or community meetings as needed to implement programs specified.
- Other duties focused on building Tier I supports.
- Perform other duties deemed necessary to serve the students, families, and staff.

WORKING HOURS

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

Return Rights

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (4). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.

For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

Backfilling the Vacant Counselor Position

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 26, 2023

Brad Jackson
Assistant Superintendent
Human Resources

Kenneth Gompert
Chief Negotiator
APGA

Certificated Personnel Duties

Position: School Counselor

Evaluated by: Principal or designee

Basic Functions: Leadership, advocacy, and collaboration are the skills school counselors will draw on to implement a preventive, proactive school counseling program using the American School Counselor Association (ASCA) National Model: A Framework for School Counseling Programs (2005). Counselors will promote student success through the implementation of this comprehensive school counseling program that addresses the academic, career, and personal/social needs of students. The duties and responsibilities include but not limited to the following:

Duties and Responsibilities:

I. Develop and Management of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005).*

1.1 Discusses the comprehensive school counseling program with the school administrator.

- ❖ Completes an annual agreement with the administrator.

1.2 Develops and maintains a written plan for effective delivery of the school counseling program based on the ASCA comprehensive school counseling standards and current individual school data.

1.3 Communicates the goals of the comprehensive school counseling program to education stakeholders, i.e.

- ❖ Publicizes newsletters, calendars, memos, web pages, etc.
- ❖ Presents information to school site leadership teams, staff and parent/guardian meetings.

1.4 Maintains current and appropriate resources for education stakeholders.

- ❖ Maintains/supports career resources, college and scholarship information.

1.5 Uses the majority of time providing direct services through the Counseling Core Curriculum, Individual Student Planning and Preventive and Responsive Services and most remaining time in program management, System support and accountability, (National standards recommend 80% of time in Counseling Core curriculum, Individual Student Planning and Preventive and Responsive Services and 20% of time in program management, system support and accountability. (American School Counseling Association (2005). The ASCA National Model: A Framework for School Counseling Programs.

- ❖ Maintains calendars of activities and services of the school counseling program.

II. <u>Delivery</u> of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005).*
Counseling Core Curriculum

2.1 Provides leadership and collaborates with other educators in the school-wide integration of the Counseling Core Curriculum.

- ❖ Assist teachers with how to use the Counseling Core Curriculum lesson plans in their classrooms.
- ❖ Provides applicable materials and resources to teacher for doing guidance activities in their classrooms.

2.2 Implements developmentally appropriate and prevention-oriented group activities to meet student needs and school goals.

- ❖ Conducts classroom counseling core curriculum.
- ❖ Conducts small and large group activities based on the guidance curriculum.

Individual Student Planning

2.3 Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals and plans.
2.4 Accurately and appropriately interprets and utilizes students data.
2.5 Collaborates with parents/guardians and educators to assist students with educational and career planning.

- ❖ Sends written communications to parents/guardians and teachers.
- ❖ Apprises teachers of adaptive materials and services that are available to students.

Preventive and Responsive Services

2.6 Provides individual and group counseling to students with identified concerns and needs.
2.7 Consults and collaborates effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs.

- ❖ Advocates for equity and access for all students.
- ❖ Provides staff with resources to accommodate individual differences and needs of students.

2.8 Implements and effective referral and follow-up process.

- ❖ Manages and communicates a clear means for counseling referrals and access to counseling services.

2.9 Accurately and appropriately uses assessment procedures for determining and structuring individual and group counseling services.

System Support

2.10 Provides appropriate information to staff related to the comprehensive school counseling program.

- ❖ Informs staff of services provided by the school counseling and how to access those services.

2.11 Assists teachers, parents/guardians and other stakeholders in interpreting and understanding student data.

2.12 Participates in professional development activities to improve knowledge and skills.

- ❖ Attend professional conferences, workshops, etc. relevant to school counseling.

2.13 Uses available technology resources to enhance the school counseling program.

2.14 Adheres to laws, policies, procedures, and ethical standards of the school counseling program.

- ❖ Monitors/supervises student activities as appropriate.

III. <u>Accountability</u> of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005).*

3.1 Conducts a yearly program audit to review extent of program implementation.

3.2 Collects and analyzes data to guide program direction and emphasis.

3.3 Measures results of the school counseling program activities and shares results as appropriate.

3.4 Monitors student academic performance, behavior and attendance and assists with appropriate interventions.

Lead Counselor

GENERAL RESPONSIBILITIES
Provide the leadership for the implementation of a comprehensive school based counseling program designed to support instruction and student achievement. Responsible for the coordination, supervision, and management of the school counseling program.

ESSENTIAL FUNCTIONS
(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.) In addition to the duties and responsibilities of school counselor including but not limited to the following:

- Provides leadership, guidance, training and support resources for counselors.
- Provides two-way communication from department to administration.
- Keeps well informed on state laws and professional ethics in counseling with youth and on current policies and procedures of all community mental health and social agencies.
- Model competence in counseling content, instruction and pedagogy.
- Develops, plans, implements, promotes, and evaluates a comprehensive developmental counseling and guidance program based on the National Standards for school counselors; consistently reviews and modifies the school counseling program to best fit the needs of the school and the students.
- Acts as a resource for teachers, such as conducting in-service programs for school staff.
- Follows District policies and procedures for District guidance services and coordinates relationships of such services to other departments.
- Coordinates the site and feeder school articulation process and program. Serves as liaison between district; elementary, middle or high schools; or parent information in matter of transition.
- Keep the site administration appraised of the progress of the department and any problems encountered.
- Establish and maintain an effective work climate within the school counseling department and school community.
- Work closely with administration and master schedule builder, as it relates to student scheduling.
- Work collaboratively with other department chairs.
- Actively engage and participate in district lead meetings and disseminate information to school counselors in department.
- Facilitate weekly department meetings and submit minutes to administration.
- Presents or prepares an annual report to the Board of Trustees on the sites comprehensive counseling program.
- Facilitate department planning meeting that includes annual agreement.

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

English Learner Coordinator Stipend

The Anaheim Personnel and Guidance Association (APGA) and the Anaheim Union High School District (AUHSD) agree to work collaboratively to evaluate the duties and associated extra-service pay for the English Learner Stipend referenced in Appendix E of the Agreement between APGA and the District. For the 2023-2024 school year, the base stipend will be $1,200. APGA and the District will meet to determine the size and composition of the workgroup. The recommendations of the workgroup will be the starting point in bargaining for the 2024-2025 school year.

This agreement is dated February 23, 2024, and is subject to board approval and APGA ratification.

Brad Jackson
Assistant Superintendent
District

Ken Gompert
Lead Negotiator
APGA

Brittany Bouska
APGA President
APGA

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

Puente Stipend

The Anaheim Personnel and Guidance Association (APGA) and the Anaheim Union High School District (AUHSD) agree to work collaboratively to evaluate the duties and associated extra-service pay for the Puente Stipend referenced in Appendix C of the Agreement between APGA and the District. For the 2023-2024 school year, the stipend will be $2,300. APGA and the District will meet to determine the size and composition of the workgroup. The recommendations of the workgroup will be the starting point in bargaining for the 2024-2025 school year.

This agreement is dated February 23, 2024, and is subject to board approval and APGA ratification.

Brad Jackson Assistant Superintendent District	Ken Gompert Lead Negotiator APGA	Brittany Bouska APGA President APGA

EXPIRED MEMORANDA OF UNDERSTANDING

APPENDIX AA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR EVALUATION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review Article 12-Evalaution Procedures and Appendix G regarding counselor evaluations. The joint committee will be comprised of counselors, and site and District administrators.

This agreement is dated: April 19, 2018

Brad Jackson
Assistant Superintendent
Human Resources

Brian Bannon
Chief Negotiator
APGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR JOB DESCRIPTION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review District policy 6301.35 Guidance Counselor and the job description for Outreach Counselor (Independent Learning Center counselor job description). The joint committee will be comprised of counselors, and site and District administrators.

This agreement is dated: April 19, 2018

Brad Jackson
Assistant Superintendent
Human Resources

Brian Cannon
Chief Negotiator
APGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

April 19, 2018

COUNSELOR STAFFING

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to extend the reduction of 2 counselor positions through the end of the 2020/21 school year.

Brad Jackson
Assistant Superintendent
Human Resources

Brian Bannon
Chief Negotiator
APGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

PUPIL-TO-COUNSELOR RATIO

The Anaheim Personnel and Guidance Association (APGA) and the District agree to meet to discuss concerns about Pupil-to-Counselor ratios and look at options to continue reducing these ratios in the 2015-2016 and subsequent school years. These meetings will occur prior to May 1 of each school year.

This agreement will remain in effect for the 2014-2015, 2015-2016, and 2016-2017 school years and will continue until a new agreement is reached.

This agreement is dated: March 22, 2016

Brad Jackson Assistant Superintendent Human Resources	Lacie Mounger Co-President APGA	Kyle Hendricksen Co-President APGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTIRCT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR ON SPECIAL ASSIGNMENT

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

Duration

The duration of this MOU is from February 20, 2018 through June 30, 2021.

Job Description

- Support each school's counseling team in the process of implementation and execution of the AUHSD Educational Pledge
- Serves as liaison between counselors and district management
- Assists in the coordination of professional development activities for counselors, and may be expected to provide direct training as needed
- Assists counselors and the school's site administrator in assessing their needs and supports implementing a comprehensive guidance program that addresses the academic, career, and personal/social development of all students
- Assists in the coordination of professional development activities with counselors and provides support in promoting the academic, career, and personal/social development of students
- Assists in the re-design of the counseling evaluation tool and support the director with the maintenance and monitoring of the evaluation tools effectiveness
- Supports the director in facilitating district all-counseling and lead counseling meetings
- Facilitates the counselor task force, designed to establish and improve best practices
- Work with local universities to recruit counseling interns
- Performs other counselor specific duties, as required

WORKING HOURS

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

10.2 Assigned Days of Work – current contract language as stated per article 10.2 with the addition of up to 13 additional work days.

Extra Service Pay

Appendix C (4)-The COSA will receive a stipend consistent with the Extra Pay Schedule for Senior High School Department Chairs.

Return Rights

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (4). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.

For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

Backfilling the Vacant Counselor Position

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 19, 2018

Brad Jackson
Assistant Superintendent
Human Resources

Brian Bannon
Chief Negotiator
APGA

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Personnel and Guidance Association (APGA)

Health and Welfare Program Change Effective January 1, 2023

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA)agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2023:

Medical Insurance

EPO
- Removal of the AIM Specialty Health radiology imaging review program

PPO
- Removal of the AIM Specialty Health radiology imaging review program

Prescription Coverage through Express Scripts, Inc.

- Implement Advanced Utilization Management with Advantage Plus Program (Step Therapy remains in the program)
- Upgrade the clinical management program from Advanced Utilization Management (AUM) Plus to AUM Unlimited. AUM uses Prior Authorization (PA), Step Therapy (ST), and Quantity Limit (QL) programs to gear members to the most cost effective and safe medications. AUM Unlimited adds nine (9) new drug class categories to the PA list and eight (8) new drug classes to ST list. Both PA and ST assume current utilizers will be Grandfathered.

The current maximum District contribution to the blended super composite rate is $16,244. For calendar year 2023, the maximum District contribution to the blended super composite rate will be $17,022.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: November 1, 2022

Brad Jackson (Nov 3, 2022 09:06 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Natalie Saldivar

Natalie Saldivar
Co-President
APGA

Cory Kretz (Nov 2, 2022 10:09 PDT)

Cory Kretz
Co-President
APGA

CHANGE ORDER NO.1

(Additive)

PROJECT: RFP #2022-28 Western High School Practice Field Project

TO: Byrom-Davey Construction, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Orders #1-14- Change order work related to the Western HS Practice Field Project. These work orders reflect the additive and deductive intermediate change directives required to complete the project. The mentioned work orders are reflected in the total cost of the work for the project.

COST (This cost shall not be deleted.):

Original contract price:	$ 11,415,455.00
Change Order amount:	$ 322,603.90
New contract price:	$ 11,738,058.90

TIME FOR COMPLETION:

Original completion date:	365 calendar days
Time for completion of Change Order:	96 days
New completion date:	461 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.

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: Dana M Henry
Signature

Dana M Henry
Print Name

Project Manager
Title

11/20/2024
Date

DISTRICT

By: _____
Signature

Nancy C. Nien, Ph.D.
Print Name

Assistant Superintendent, Business
Title

_____
Date

ARCHITECT

By: David M Bannon
Signature

David Bannon
Print Name

Partner
Title

12/9/2024
Date

CHANGE ORDER NO.1

(Additive)

PROJECT: RFP #2022-28 Various Marquees Project

TO: Byrom-Davey Construction, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order #1-8 - Change order work related to the Various Marquees Project. These work orders reflect the additive and deductive intermediate change directives required to complete the project. The mentioned work orders are reflected in the total cost of the work for the project.

COST (This cost shall not be deleted.):

Original contract price:	$ 4,851,439.00
Change Order amount:	$ 32,678.78
New contract price:	$ 4,884,117.78

TIME FOR COMPLETION:

Original completion date:	365 calendar days
Time for completion of Change Order:	0 days
New completion date:	365 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.

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR	DISTRICT
By: _____	By: _____
Signature	Signature
David Reck	Nancy C. Nien, Ph.D.
Print Name	Print Name
Project Manager	Assistant Superintendent, Business
Title	Title
01/14/2025	
Date	Date

ARCHITECT

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	**Description**
1	Carts, Metal
1	CD/DVD Player
131	Charging Cart
2	Computer Desktop
25	Computer Laptop
5	Computer Laptop Chromebook
157	Computer Laptop Stream
29	Computer Monitor
8	Document Camera
4	DVD/VCR Player
13	File Cabinet
1	Freezer
3	Milk Cooler
4	Printer
9	Projector
2	Receiver Audio
88	Student Desk
5	Table
1	Television
3	VCR

EXHIBIT HH

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
Library					
Library Books Misc.	560	Outdated	Fair	Obsolete	No To Be Sold

ANAHEIM UHSD

EXHIBIT II

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/13/2025 **FROM 01/06/2025 TO 02/02/2025**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64S0119	**123 OFFICE SOLUTION INC.**	**25,569.08**	25,569.08	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64C0054	**A AND V CONTRACTORS INC.**	**9,550.00**	9,550.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
U64R1359	**A AND V CONTRACTORS INC.**	**4,430.00**	4,430.00	0134230081 6157	WA/GENERAL/MO / HAZARDOUS WASTE REMOVAL
U64R1314	**ACCURATE LABEL DESIGNS INC.**	**166.65**	166.65	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MIS
U64R1377	**ACORN NATURALISTS**	**380.52**	380.52	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64R1340	**AERIES SOFTWARE INC**	**2,758.00**	2,758.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
U64C0057	**AIREMASTERS AIR CONDITIONING**	**917.84**	917.84	0150235081 5610	ADMIN/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
U64T0415	**AIRWOLF 3D**	**289.80**	289.80	0122546910 4310	MAG/SWP K12 PATHWAY(ROUND 5) /
U64T0400	**ALLIANCE TECHNOLOGY GROUP LLC**	**2,129.70**	2,129.70	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64R1366	**ALONTI CAFE AND CATERING**	**1,234.09**	1,234.09	0127140027 5881	KE/SCH ADM / MEETING/WORKSHOP REFRESHMENT
U64R1439	**ALONTI CAFE AND CATERING**	**3,387.22**	3,387.22	0122140027 5881	MA/SCH ADM / MEETING/WORKSHOP
U64R1304	**AMAZON CAPITAL SERVICE**	**81.46**	81.46	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
U64R1324	**AMAZON CAPITAL SERVICE**	**497.55**	497.55	0122546910 4310	MAG/SWP K12 PATHWAY(ROUND 5) /
U64R1326	**AMAZON CAPITAL SERVICE**	**123.89**	123.89	0179113036 4320	GARAGE/TRANS-REG ED/TRANSPORT / OTHER
U64R1339	**AMAZON CAPITAL SERVICE**	**376.65**	376.65	0125591581 4310	KA/LOCAL GIFTS/GRANTS / INSTRUCTIONAL MATL
U64R1343	**AMAZON CAPITAL SERVICE**	**241.62**	241.62	0132000927 4320	OR/LCFF-CONCENTRATION/SCH ADM / OTHER
U64R1367	**AMAZON CAPITAL SERVICE**	**245.67**	245.67	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
U64R1373	**AMAZON CAPITAL SERVICE**	**694.07**	694.07	0125439015 4310	KA/PROP 28:ARTS AND MUSIC/VAPA /
U64R1395	**AMAZON CAPITAL SERVICE**	**817.73**	817.73	0142152010 4310	OX/PUPIL TESTING / INSTRUCTIONAL MATL &
U64R1401	**AMAZON CAPITAL SERVICE**	**509.83**	509.83	0140032010 4310	SOUTH/GEN SCI/INSTR / INSTRUCTIONAL MATL &
U64R1402	**AMAZON CAPITAL SERVICE**	**415.98**	415.98	0128546910 4310	CYP/SWP K12 PATHWAY(ROUND 5) / INSTRUCTIONA
U64R1430	**AMAZON CAPITAL SERVICE**	**609.09**	609.09	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
U64R1443	**AMAZON CAPITAL SERVICE**	**395.04**	367.04	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/13/2025 **FROM 01/06/2025 TO 02/02/2025**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R1443	***** CONTINUED *****				
			28.00	0120000927 4320	ANA/LCFF (EIA)/SCH ADM / OTHER OFFICE/MISC
U64R1462	**AMAZON CAPITAL SERVICE**	**640.10**	640.10	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64T0401	**AMAZON CAPITAL SERVICE**	**99.12**	32.26	0138000034 4320	BALL/HEALTH / OTHER OFFICE/MISC SUPPLIES
			66.86	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64T0411	**AMAZON CAPITAL SERVICE**	**215.28**	215.28	0135252011 4310	DA/MILD MODERATE/SE SEP CL/NSE /
U64T0424	**AMAZON CAPITAL SERVICE**	**129.21**	129.21	0120543010 4310	ANA/ED INNV & RES/INSTR / INSTRUCTIONAL MATI
U64A0264	**ANAHEIM FAMILY YMCA**	**206,567.72**	206,567.72	0117439540 5100	AFT SCH ED/SAFETY (ASES) / SUBAGREEMENTS FOI
U64X0471	**ANAHEIM HIGH SCHOOL**	**22,000.00**	22,000.00	0120751640 5810	AN/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROI
U64T0426	**AREY JONES EDUCATIONAL SOLUTIO**	**1,926.38**	1,926.38	0140439015 4410	SO/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64T0447	**AREY JONES EDUCATIONAL SOLUTIO**	**4,111.16**	4,111.16	0152546010 4410	SWP ROUND 6 (ROUND1) / EQUIPMENT - NON-
U64T0465	**AREY JONES EDUCATIONAL SOLUTIO**	**2,053.86**	2,053.86	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
U64A0261	**ART OF EDUCATION UNIVERSITY LL**	**730.53**	730.53	0153385015 5880	SP/TITLE IV, PART A/VAPA / OTHER OPERATING
U64R1300	**ART SUPPLY WAREHOUSE**	**431.01**	431.01	0125439015 4310	KA/PROP 28:ARTS AND MUSIC/VAPA /
U64R1355	**AT AND T**	**500.00**	500.00	4021720085 6222	WESTERN GENERAL/FAC / PLANNING - AGENCY FE
U64R1475	**AT AND T**	**8,360.09**	8,360.09	4021720085 6222	WESTERN GENERAL/FAC / PLANNING - AGENCY FE
U64R1346	**AVID CENTER**	**999.00**	999.00	0124381010 5210	LO/TITLE I/INSTRUCTIONAL / TRAVEL AND
U64R1460	**AVID CENTER**	**1,099.00**	1,099.00	0138000910 5210	BA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
U64T0393	**B AND H PHOTO VIDEO INC**	**3,738.55**	3,071.51	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
			667.04	0120439015 4410	AN/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64T0403	**B AND H PHOTO VIDEO INC**	**41.08**	41.08	0122546910 4310	MAG/SWP K12 PATHWAY(ROUND 5) /
U64T0404	**B AND H PHOTO VIDEO INC**	**1,270.85**	1,270.85	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64T0407	**B AND H PHOTO VIDEO INC**	**88.16**	88.16	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/13/2025 **FROM 01/06/2025 TO 02/02/2025**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64T0409	**B AND H PHOTO VIDEO INC**	**619.75**	619.75	0122452510 4310	MA/CA COMM SCHOOLS/INSTR / INSTRUCTIONAL
U64T0412	**B AND H PHOTO VIDEO INC**	**682.22**	645.42	0123439015 4410	SA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
			36.80	0135252011 4310	DA/MILD MODERATE/SE SEP CL/NSE /
U64T0423	**B AND H PHOTO VIDEO INC**	**969.72**	969.72	0120543010 4310	ANA/ED INNV & RES/INSTR / INSTRUCTIONAL MATI
U64T0430	**B AND H PHOTO VIDEO INC**	**3,165.94**	2,157.83	0168447010 4310	GI/LCFF EQUITY MULTIPLIER/INST / INSTRUCTIONA
			1,008.11	0168447010 4410	GI/LCFF EQUITY MULTIPLIER/INST / EQUIPMENT -
U64T0434	**B AND H PHOTO VIDEO INC**	**1,084.41**	1,084.41	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64T0435	**B AND H PHOTO VIDEO INC**	**236.23**	236.23	0123393010 4310	SA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64T0440	**B AND H PHOTO VIDEO INC**	**3,732.80**	3,732.80	0134439015 4310	WA/PROP 28:ARTS AND MUSIC/VAPA /
U64T0441	**B AND H PHOTO VIDEO INC**	**4,893.77**	10.00	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
			317.75	0128546910 4310	CYP/SWP K12 PATHWAY(ROUND 5) / INSTRUCTIONA
			4,566.02	0128546910 4410	CYP/SWP K12 PATHWAY(ROUND 5) / EQUIPMENT -
U64T0453	**B AND H PHOTO VIDEO INC**	**325.06**	325.06	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64T0455	**B AND H PHOTO VIDEO INC**	**1,291.91**	107.74	0140393010 4310	VEA IIA/SOUTH/FIXED ASSETS / INSTRUCTIONAL
			1,184.17	0140393010 4410	VEA IIA/SOUTH/FIXED ASSETS / EQUIPMENT - NON-
U64T0456	**B AND H PHOTO VIDEO INC**	**2,694.72**	2,694.72	0127439015 4410	KE/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64T0461	**B AND H PHOTO VIDEO INC**	**1,270.37**	1,270.37	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
U64T0462	**B AND H PHOTO VIDEO INC**	**200.26**	200.26	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64T0464	**B AND H PHOTO VIDEO INC**	**408.37**	408.37	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64R1408	**B AND M LAWN AND GARDEN INC**	**413.75**	413.75	0121028040 4410	WE/ATHLET/ANCILLARY / EQUIPMENT - NON-
U64R1457	**BACH COMPANY, THE**	**2,638.33**	2,638.33	0120543010 4310	ANA/ED INNV & RES/INSTR / INSTRUCTIONAL MATI
U64R1350	**BARKSHIRE LASER LEVELLING INC**	**5,700.00**	5,700.00	0148222081 5610	HANDEL/OPERATIONS-GROUND/MO /
U64R1360	**BARNES AND NOBLE**	**725.22**	725.22	0117751110 4110	IS/DUAL ENROLLMENT/INSTR / APPROVED
U64R1448	**BARNES AND NOBLE**	**413.55**	413.55	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE

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U64R1307	**BERTRAND'S MUSIC**	**2,872.29**	816.86	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
			2,055.43	0147000910 4410	HOPE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
U64R1458	**BERTRAND'S MUSIC**	**1,557.85**	350.18	0127439015 4310	KE/PROP 28:ARTS AND MUSIC/VAPA /
			1,207.67	0127439015 4410	KE/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64T0425	**BIOMETRICS4ALL INC**	**1,998.84**	1,998.84	0104104072 5610	CERT HR/GENL ADM / REPAIRS/MAINT - O/S
U64R1311	**BLICK ART MATERIALS LLC**	**1,330.22**	1,330.22	0134439015 4310	WA/PROP 28:ARTS AND MUSIC/VAPA /
U64R1375	**BLICK ART MATERIALS LLC**	**1,514.36**	1,514.36	0125439015 4310	KA/PROP 28:ARTS AND MUSIC/VAPA /
U64T0421	**BREAKOUT EDU**	**467.73**	80.73	0122546910 4310	MAG/SWP K12 PATHWAY(ROUND 5) /
			387.00	0122546910 5880	MAG/SWP K12 PATHWAY(ROUND 5) / OTHER
U64T0463	**BREAKOUT EDU**	**99.00**	99.00	0128030010 5880	CYPRESS/BIOLOGY/INSTRUCTIONAL / OTHER
U64R1388	**BRIDGEPORT GOLF CARS**	**5,485.00**	5,485.00	0110211581 5620	MAINTENANCE/GRADUATION/MO /
U64R1411	**BRIDGEPORT GOLF CARS**	**275.00**	275.00	0125140027 5610	KA/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
U64R1333	**BSN SPORTS**	**209.95**	209.95	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
U64R1397	**BSN SPORTS LLC**	**2,189.38**	2,189.38	0128028010 4410	CY/ATHLET/INSTR / EQUIPMENT - NON-CAPITALIZE
U64R1471	**BSN SPORTS LLC**	**1,722.87**	1,722.87	0142028081 4347	OXFORD/ATHLETICS/FIELD SUPP / OPERATIONS
U64R1384	**BULK BOOKSTORE**	**589.93**	589.93	0125452510 4210	KA/CA COMM SCHOOLS/INSTR / BOOKS AND
U64C0049	**C.A.S.H.**	**1,484.00**	1,484.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
U64R1380	**C.A.S.H.**	**1,484.00**	1,484.00	0156156072 5210	FACILITIES/GENL ADM / TRAVEL AND CONFERENC
U64R1337	**CADA CENTRAL**	**525.00**	525.00	0142025040 5210	OXFORD/ANCIL / TRAVEL AND CONFERENCE
U64R1399	**CALIFORNIA FBLA**	**300.00**	300.00	0123393010 5880	SA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
U64R1400	**CALIFORNIANS DEDICATED TO EDUC**	**2,800.00**	2,800.00	0153381510 5210	ECIA-I/PROFESSIONAL DEVELOPMNT / TRAVEL ANI
U64R1424	**CANYON CATERING AND EVENTS INC**	**3,063.91**	2,144.74	0121140027 5881	WESTERN/SCH ADM/SCH ADM / MEETING/WORKSH
			919.17	0132140027 5881	OR/SCH ADM/SCH ADM / MEETING/WORKSHOP
U64R1407	**CAPISTRANO GOLF CARS INC**	**2,533.20**	1,440.62	0138000081 4347	BALL/MO / OPERATIONS SUPPLIES - MISC

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U64R1407	***** CONTINUED *****				
			672.35	0138000081 4410	BALL/MO / EQUIPMENT - NON-CAPITALIZED
			420.23	0138000081 5610	BALL/MO / REPAIRS/MAINT - O/S SERVICES
U64R1446	**CAROLINA BIOLOGICAL SUPPLY CO.**	**683.64**	683.64	0125452510 4310	KA/CA COMM SCHOOLS/INSTR / INSTRUCTIONAL
U64T0429	**CDW GOVERNMENT INC.**	**556.70**	556.70	0168447010 4310	GI/LCFF EQUITY MULTIPLIER/INST / INSTRUCTIONA
U64T0451	**CDW GOVERNMENT INC.**	**564.18**	564.18	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
U64R1302	**CENTRAL RESTAURANT PRODUCTS**	**291.36**	291.36	0135000915 4310	DA/LCFF-CONCENTRATION/VAPA / INSTRUCTIONAI
U64R1338	**CENTRALIA SCHOOL DIST**	**62,950.81**	62,950.81	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
U64T0433	**CEV MULTIMEDIA**	**5,974.00**	5,974.00	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64A0260	**CLAIM RETENTION SERVICES INC.**	**35,000.00**	35,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
U64R1391	**CLEAN OUT KINGS**	**1,650.00**	1,650.00	0122239081 5610	MA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
U64T0438	**CMS COMMUNICATIONS INC**	**128.22**	128.22	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
U64T0420	**CODEMONKEY STUDIO**	**3,500.00**	3,500.00	0122546910 5880	MAG/SWP K12 PATHWAY(ROUND 5) / OTHER
U64R1452	**COLLEGE BOARD**	**447.30**	107.10	0123000910 5880	SA/LCFF-CONCENTRATION/INSTR / OTHER
			340.20	0123025040 5880	SA/ASB/ANCIL / OTHER OPERATING EXPENSES
U64R1398	**CONTINENTAL ATHLETIC SUPPLY IN**	**16,874.30**	12,000.00	0128751681 5630	CY/ATHLETICS/M & O / REPAIRS/ATHLETIC
			4,874.30	0128801340 5630	ASB/ATHLETICS - GENERAL / REPAIRS/ATHLETIC
U64R1419	**COVER ONE**	**2,170.08**	2,170.08	0153116010 4320	SP/TEXTBOOKS/INST MATL/INSTR / OTHER
U64R1318	**CPR1 LLC**	**103.84**	103.84	0122452510 4310	MA/CA COMM SCHOOLS/INSTR / INSTRUCTIONAL
U64R1440	**CREATIVE COSTUMING AND DESIGNS**	**4,133.27**	4,133.27	0125439015 4310	KA/PROP 28:ARTS AND MUSIC/VAPA /
U64X0468	**CROWN AWARDS**	**620.88**	620.88	0164750121 4320	PD/PROFESSIONAL DEVELOPMENT / OTHER
U64R1422	**CUE INC.**	**410.00**	410.00	0134399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
U64R1467	**CULVER NEWLIN**	**344.26**	344.26	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64R1472	**DAD MILLER GOLF COURSE**	**500.00**	500.00	0123028010 5880	SA/ATHLET/INSTR / OTHER OPERATING EXPENSES

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U64R1413	**DAKTRONICS**	**2,327.40**	2,327.40	0125231081 4410	KA/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZEI
U64R1378	**DEMCO INC**	**895.88**	895.88	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI
U64R1450	**DEMCO INC**	**170.88**	170.88	0124000024 4315	LOARA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
U64T0414	**DIFFIT INC**	**2,310.00**	2,310.00	0121381010 5880	WE/ECIA TITLE I/INSTRUCTI / OTHER OPERATING
U64R1396	**DISNEYLAND RESORT**	**4,080.00**	4,080.00	0161447010 5880	PO/LCFF EQUITY MULTIPLIER/INST / OTHER
U64T0437	**DYNAMISM INC.**	**4,293.37**	1,318.27	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			2,975.10	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
U64R1418	**ECONO FENCE INC**	**4,810.00**	4,810.00	0121232081 5610	WESTERN/FENCE/MO / REPAIRS/MAINT - O/S
U64R1425	**ECONOMY RENTALS INC**	**344.80**	344.80	0123140027 5620	SA/SCH ADM/SCH ADM / RENTALS/OPERATING
U64A0265	**EIDE BAILLY LLP**	**10,000.00**	10,000.00	0107107071 5820	ACCTG /AUDIT / AUDIT FEES
U64R1341	**EL CANTARITO RESTAURANT**	**7,177.50**	7,177.50	0185752115 5881	ARTS ED/VAPA EVENTS/VAPA INST /
U64R1365	**EL PARTNER CATERING**	**3,375.00**	3,375.00	0153752110 5881	SP/PARENT ENGAGEMENT / MEETING/WORKSHOP
U64R1453	**EL PARTNER CATERING**	**1,400.00**	1,400.00	0140140027 5881	SOUTH/SCH ADM/SCH ADM / MEETING/WORKSHOP
U64R1382	**FERREE'S TOOLS INC.**	**1,504.97**	1,504.97	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
U64R1387	**FULLER TRUCK ACCESSORIES**	**4,533.69**	4,533.69	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER
U64X0469	**GARDEN GROVE UNIFIED SCHOOL DI**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
U64R1383	**GARDENA VALLEY NEWS**	**649.31**	649.31	0128000910 5880	CY/LCFF-CONCENTRATION/INSTR / OTHER
U64R1354	**GIANNELLI ELECTRIC INC.**	**4,988.00**	4,988.00	4550724085 6274	FACIL/NEIGHBORHOOD DEVE/FAC A /
U64R1291	**GLASBY MAINTENANCE SUPPLY CO.**	**10,861.20**	10,861.20	0100000072 4320	GEN FUND/GENL ADM / OTHER OFFICE/MISC
U64R1332	**GLASBY MAINTENANCE SUPPLY CO.**	**213.26**	213.26	0135054081 4347	DA/AFTER SCHOOL/M&O / OPERATIONS SUPPLIES -
U64R1405	**GLASBY MAINTENANCE SUPPLY CO.**	**627.96**	627.96	0144220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
U64S0120	**GLASBY MAINTENANCE SUPPLY CO.**	**2,158.65**	2,158.65	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R1309	**GOPHER SPORTS EQUIPMENT**	**4,773.93**	4,773.93	0123385010 4310	SA/TITLE IV/INSTR / INSTRUCTIONAL MATL &

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U64R1329	**GOPHER SPORTS EQUIPMENT**	**5,440.07**	5,440.07	0137385010 4310	SY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
U64R1386	**GOPHER SPORTS EQUIPMENT**	**6,731.68**	5,560.22	0122027010 4310	MA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
			1,171.46	0122027010 4410	MA/PHYS ED/INSTR / EQUIPMENT - NON-
U64R1313	**GREAT SCOTT TREE SERVICE INC**	**6,760.00**	6,760.00	0125222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
U64T0419	**GUITAR CENTER STORES INC**	**286.62**	286.62	0140381110 4410	TITLE I - PARENTING / EQUIPMENT - NON-
U64R1316	**HEINEMANN PUBLISHING**	**2,000.36**	2,000.36	0164750110 4210	PD/DISTRICT PD/INSTR / BOOKS AND REFERENCE
U64R1390	**HERK EDWARDS INC.**	**4,995.00**	4,995.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
U64R1435	**HODGE PRODUCTS INC**	**3,312.45**	3,312.45	0127025040 4310	KE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
U64A0263	**HOPE4FAMILIES**	**4,500.00**	4,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
U64R1370	**HOWIES ATHLETIC TAPE**	**456.88**	456.88	0128028034 4320	CYPRESS/ATHLETICS/HEALTH / OTHER OFFICE/MIS
U64R1412	**HOWIES ATHLETIC TAPE**	**253.11**	253.11	0124028034 4320	LOARA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
U64R1394	**HYATT HOUSE**	**4,410.00**	4,410.00	0128000910 5880	CY/LCFF-CONCENTRATION/INSTR / OTHER
U64R1403	**IML SECURITY SUPPLY**	**800.00**	800.00	0110230081 5210	MAINTENANCE/MO / TRAVEL AND CONFERENCE
U64R1353	**INLAND TOP SOIL MIXES INC.**	**18,662.95**	592.63	0120222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			1,778.51	0122222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			560.30	0123222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			5,926.25	0124222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			1,939.50	0127222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			6,599.69	0128222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			673.44	0138222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
			592.63	0148222081 4347	HANDEL/OPERATIONS-GROUND/MO / OPERATIONS
U64T0405	**IXL**	**3,105.00**	3,105.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
U64R1299	**J.W. PEPPER AND SON INC.**	**161.00**	161.00	0124439015 4310	LO/PROP 28:ARTS AND MUSIC/VAPA /
U64R1385	**J.W. PEPPER AND SON INC.**	**648.85**	648.85	0123007015 4310	SA/INS MUS/VAPA / INSTRUCTIONAL MATL &

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U64X0465	**J.W. PEPPER AND SON INC.**	**1,000.00**	1,000.00	0185752115 4310	ARTS ED/VAPA EVENTS/VAPA INST / INSTRUCTION/
U64X0472	**J.W. PEPPER AND SON INC.**	**1,584.00**	1,584.00	0135000915 4310	DA/LCFF-CONCENTRATION/VAPA / INSTRUCTIONAI
U64C0053	**JASPER ENGINES AND TRANSMISSIO**	**4,516.88**	4,516.88	0111220081 4370	OPERATIONS - GENERAL / REPAIRS - EQUIPMENT
U64R1321	**JM AND J CONTRACTORS**	**23,890.00**	23,890.00	0138230085 6122	BALL/GENERAL/ACQ CONST / SITE IMPV
U64R1357	**JOHNSON CONTROLS**	**1,223.52**	1,223.52	0125235081 5610	KA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
U64R1454	**JOLLY BOY BURGERS**	**3,750.00**	3,750.00	0128000910 5881	CY/LCFF-CONCENTRATION/INSTR /
U64T0418	**JOTFORM INC**	**24,524.40**	24,524.40	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
U64R1344	**JUNIOR LIBRARY GUILD**	**844.59**	844.59	0132381010 4210	OR/ECIA1/INSTR / BOOKS AND REFERENCE
U64T0427	**KAHOOT! AS**	**216.00**	216.00	0122546910 5880	MAG/SWP K12 PATHWAY(ROUND 5) / OTHER
U64R1310	**KIRBRE ENTERPRISES INC**	**13,460.82**	12,782.96	0144393010 4410	LEX/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
			677.86	0144393010 5880	LEX/VEA-2B/INSTR / OTHER OPERATING EXPENSES
U64R1345	**KIWI INGENUITY**	**5,860.00**	5,860.00	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
U64A0266	**KRISTEN AND JOHN DALEIDEN**	**37,000.00**	37,000.00	0119119039 5850	SPEC ED/UNREST/PUP SVC / JUDGEMENTS
U64R1447	**LAGUNA CLAY CO.**	**2,694.44**	2,694.44	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64X0470	**LAGUNA CLAY CO.**	**400.00**	400.00	0127005015 4310	KE/ART/VAPA / INSTRUCTIONAL MATL & SUPPLIES
U64R1379	**LIBRARY STORE INC., THE**	**124.50**	124.50	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI
U64R1347	**MACKIN LIBRARY MEDIA**	**1,059.45**	1,059.45	0144000910 4210	LEX/LCFF-CONCENTRATION/INSTR / BOOKS AND
U64R1374	**MACKIN LIBRARY MEDIA**	**1,000.00**	1,000.00	0132381010 4210	OR/ECIA1/INSTR / BOOKS AND REFERENCE
U64R1459	**MACKIN LIBRARY MEDIA**	**1,425.97**	1,425.97	0140000910 4210	SO/LCFF-CONCENTRATION/INSTR / BOOKS AND
U64R1461	**MACKIN LIBRARY MEDIA**	**3,500.00**	3,500.00	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
U64R1322	**MAGNATAG VISIBLE SYSTEMS**	**470.78**	470.78	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
U64R1436	**MANHATTAN STITCHING INC**	**116.37**	116.37	0124257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
U64T0408	**MASTERMIND PRODUCTION GROUP IN**	**16,852.82**	16,852.82	0120439015 6460	AN/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -

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U64R1414	**MD GRAPHIC INSTALLERS INC**	**5,010.58**	5,010.58	0128801340 4410	ASB/ATHLETICS - GENERAL / EQUIPMENT - NON-
U64R1319	**MICHAELS STORES INC & SUBS**	**86.18**	86.18	0122546910 4310	MAG/SWP K12 PATHWAY(ROUND 5) /
U64R1389	**MIKE BROWN GRANDSTANDS INC**	**12,800.00**	12,800.00	0128000910 5620	CY/LCFF-CONCENTRATION/INSTR /
U64R1426	**MIKE BROWN GRANDSTANDS INC**	**9,200.00**	9,200.00	0110211581 5620	MAINTENANCE/GRADUATION/MO /
U64R1274	**MIKE'S CUSTOM FLOORING INC**	**161,835.28**	161,835.28	4221733185 6274	WE/FACILITIES COLSOLIDATION / CONSTRUCTION -
U64R1470	**MIKE'S CUSTOM FLOORING INC**	**3,237.00**	3,237.00	0137233081 5610	SY/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
U64C0041	**MONTGOMERY HARDWARE CO.**	**3,755.50**	467.07	0127000081 4355	KE/MO / MAINTENANCE SUPPLIES
			3,288.43	0127000081 4410	KE/MO / EQUIPMENT - NON-CAPITALIZED
U64R1420	**MRS. NELSON'S BOOK COMPANY LLC**	**375.62**	375.62	0161385010 4210	PO/TITLE IV/INSTR / BOOKS AND REFERENCE
U64R1451	**MUSIC AND ARTS CENTER**	**1,246.05**	1,246.05	0123007015 4310	SA/INS MUS/VAPA / INSTRUCTIONAL MATL &
U64R1306	**NASCO**	**528.84**	528.84	0134439015 4310	WA/PROP 28:ARTS AND MUSIC/VAPA /
U64R1317	**NASCO**	**120.97**	120.97	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64R1376	**NASCO**	**2,004.94**	2,004.94	0125439015 4310	KA/PROP 28:ARTS AND MUSIC/VAPA /
U64R1315	**NCS PEARSON INC.**	**7,132.18**	7,132.18	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
U64R1421	**NCS PEARSON INC.**	**2,760.37**	2,760.37	0119256011 4310	ORTHO/SE SEP CL/SEV / INSTRUCTIONAL MATL &
U64T0413	**NETSYNC NETWORK SOLUTIONS**	**3,991.60**	3,991.60	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
U64R1328	**NO HOLDEN BACK LLC**	**1,797.00**	1,797.00	0123385010 5880	SA/TITLE IV/INSTR / OTHER OPERATING EXPENSES
U64R1444	**NOCCCD FOUNDATION**	**205.20**	205.20	0117751121 4310	IS/GOAL 1.11c/SUPV INSTR / INSTRUCTIONAL MATL
U64R1464	**NOCCCD FOUNDATION**	**1,402.20**	1,402.20	0117751121 4310	IS/GOAL 1.11c/SUPV INSTR / INSTRUCTIONAL MATL
U64R1409	**OC CUSTOM VINYL GRAPHICS AND S**	**1,760.64**	1,760.64	0138000981 5610	BA/LCFF (EIA)/M & o / REPAIRS/MAINT - O/S SERVIC
U64R1372	**OCAD ASSOCIATION**	**711.00**	16.00	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			695.00	0122000910 5880	MA/LCFF-CONCENTRATION/INSTR / OTHER
U64R1392	**OCDE**	**299.00**	299.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/13/2025 **FROM 01/06/2025 TO 02/02/2025**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R1393	**OCDE**	**299.00**	299.00	0131000910 5210	BR/LCFFF-CONCENTRATION/INSTR / TRAVEL AND
U64R1455	**OCDE**	**200.00**	200.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
U64R1342	**OFFICE DEPOT**	**129.23**	129.23	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
U64R1351	**OFFICE DEPOT**	**102.53**	102.53	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
U64R1358	**ORANGE COUNTY FIRE PROTECTION**	**29,500.00**	29,500.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
U64R1427	**PERFORMANCE HEALTH SUPPLY INC.**	**4,570.72**	4,570.72	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64T0466	**PITSCO INC.**	**1,683.82**	1,683.82	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64R1410	**POOL HEATER GUYS CORPORATION,**	**847.28**	657.28	0123240081 4355	SA/POOL/MO / MAINTENANCE SUPPLIES
			190.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
U64C0051	**PRINGLES DRAPERIES AND BLINDS**	**385.00**	385.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
U64R1320	**PROJECTRISEMUSIC.COM**	**1,346.88**	1,346.88	0122439015 5880	MA/PROP 28:ARTS AND MUSIC/VAPA / OTHER
U64S0124	**PYRAMID SCHOOL PRODUCTS**	**1,235.07**	1,235.07	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64T0442	**QUIZIZZ INC**	**3,240.00**	3,240.00	0132000910 5880	OR/LCFF-CONCENTRATION/INSTR / OTHER
U64T0446	**READ NATURALLY**	**780.00**	780.00	0119271519 5880	SPEECH & LANG/SE OTHER/NSEV / OTHER
U64C0044	**REFRIGERATION SUPPLIES DIST.**	**3,187.25**	3,187.25	0142239081 4410	OXFORD/PLUMB/MO / EQUIPMENT - NON-
U64R1442	**RELIABLE DELIVERY SERVICE INC**	**770.00**	770.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
U64X0467	**RIDDELL ALL AMERICAN**	**6,500.00**	6,500.00	0124751681 5630	LO/ATHLETICS/M & O / REPAIRS/ATHLETIC
U64T0459	**ROBONATION INC**	**1,822.84**	1,822.84	0144393010 4310	LEX/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64C0052	**RWC INTERNATIONAL LTD**	**3,278.59**	1,181.47	0109620037 4370	FOOD SVC/GRADES 7-12/FOOD SVC / REPAIRS -
			2,097.12	0114114072 4370	WAREHOUSE/GENL ADM / REPAIRS - EQUIPMENT
U64R1327	**SANTA MARGARITA FORD**	**54,973.70**	54,973.70	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER
U64R1361	**SCHOLASTIC BOOK CLUBS INC.**	**192.66**	192.66	0121381010 4310	WE/ECIA TITLE I/INSTRUCTI / INSTRUCTIONAL MAT
U64R1325	**SCHOOL SPECIALTY INC**	**810.91**	810.91	0131261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/13/2025 **FROM 01/06/2025 TO 02/02/2025**

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U64R1468	**SCHOOL SPECIALTY INC**	**839.89**	839.89	0120439015 4310	AN/PROP 28:ARTS AND MUSIC/VAPA /
U64S0123	**SCHOOL SPECIALTY INC**	**169.04**	169.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R1371	**SCP DISTRIBUTORS LLC**	**941.72**	941.72	0110240081 4410	MAINTENANCE/POOL/MO / EQUIPMENT - NON-
U64R1336	**SCSBOA**	**250.00**	250.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
U64R1363	**SCUHS**	**1,125.00**	1,125.00	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
U64R1364	**SCUHS**	**1,125.00**	1,125.00	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
U64R1437	**SCUHS**	**1,300.00**	1,300.00	0127393010 5880	KE/VEA-2B/INSTR / OTHER OPERATING EXPENSES
U64R1433	**SEGERSTROM CENTER FOR THE ARTS**	**720.00**	720.00	0168447010 5880	GI/LCFF EQUITY MULTIPLIER/INST / OTHER
U64R1434	**SEGERSTROM CENTER FOR THE ARTS**	**1,170.00**	1,170.00	0168447010 5880	GI/LCFF EQUITY MULTIPLIER/INST / OTHER
U64T0394	**SEHI COMPUTER PRODUCTS INC**	**1,430.81**	1,430.81	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
U64T0396	**SEHI COMPUTER PRODUCTS INC**	**190.73**	190.73	0127000927 4320	KE/LCFF-CONCENTRATION/SCH ADM / OTHER
U64T0397	**SEHI COMPUTER PRODUCTS INC**	**1,810.66**	1,810.66	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
U64T0406	**SEHI COMPUTER PRODUCTS INC**	**797.96**	797.96	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
U64T0410	**SEHI COMPUTER PRODUCTS INC**	**1,512.81**	1,512.81	0115115021 4410	EDUCATION/SUPV INST / EQUIPMENT - NON-
U64T0417	**SEHI COMPUTER PRODUCTS INC**	**994.68**	994.68	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64T0422	**SEHI COMPUTER PRODUCTS INC**	**538.75**	538.75	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
U64T0431	**SEHI COMPUTER PRODUCTS INC**	**4,706.52**	4,706.52	0168447010 4310	GI/LCFF EQUITY MULTIPLIER/INST / INSTRUCTIONA
U64T0436	**SEHI COMPUTER PRODUCTS INC**	**15,166.89**	15,166.89	0152546010 4410	SWP ROUND 6 (ROUND1) / EQUIPMENT - NON-
U64T0439	**SEHI COMPUTER PRODUCTS INC**	**226.35**	226.35	0128140027 4310	CY/SCH ADM/SCH ADM / INSTRUCTIONAL MATL &
U64T0448	**SEHI COMPUTER PRODUCTS INC**	**1,069.39**	1,069.39	0107107072 4410	ACCTG /GENL ADM / EQUIPMENT - NON-
U64T0449	**SEHI COMPUTER PRODUCTS INC**	**7,120.12**	7,120.12	0123393010 4310	SA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64T0454	**SEHI COMPUTER PRODUCTS INC**	**9,000.00**	9,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
U64R1423	**SEMA LLC**	**5,091.19**	5,091.19	0118118072 4410	GRAPHICS/GENL ADM / EQUIPMENT - NON-

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U64R1456	**SEMA LLC**	**120.00**	120.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
U64S0122	**SHAMROCK SUPPLY CO.**	**1,605.48**	1,605.48	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R1406	**SHELF MASTER INC.**	**3,595.21**	3,595.21	0119283021 4410	SYS/SUPV INST / EQUIPMENT - NON-CAPITALIZED
U64X0466	**SHOETERIA INC**	**25,500.00**	25,500.00	0111220081 4345	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
U64A0267	**SOCALGRAD**	**1,000.50**	1,000.50	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
U64A0268	**SOCALGRAD**	**1,250.00**	1,250.00	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MIS
U64A0269	**SOCALGRAD**	**4,633.25**	4,633.25	0125066027 4320	KATELLA/GRADUATION/SCH ADMIN / OTHER
U64R1362	**SOCALGRAD**	**48.49**	48.49	0128066027 4320	CYPRESS/GRADUATION/SCH ADMIN / OTHER
U64T0399	**SOLARWINDS INC.**	**602.00**	602.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
U64R1303	**SOUTH COAST BOBCAT INC**	**6,031.30**	2,228.10	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
			3,803.20	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
U64S0125	**SOUTHWEST SCHOOL AND OFFICE SU**	**3,600.46**	3,600.46	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64R1308	**STAPLES ADVANTAGE**	**1,513.20**	21.53	0119283021 4310	SYS/SUPV INST / INSTRUCTIONAL MATL & SUPPLIE
			1,491.67	0119283021 4410	SYS/SUPV INST / EQUIPMENT - NON-CAPITALIZED
U64R1404	**STAPLES ADVANTAGE**	**61.47**	61.47	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
U64R1445	**STAPLES ADVANTAGE**	**467.60**	467.60	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
U64R1449	**STAPLES ADVANTAGE**	**1,131.38**	1,131.38	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64R1352	**STORM WATER INSPECTION**	**940.00**	940.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
U64T0467	**STUDENTS OF HISTORY INC**	**300.00**	300.00	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
U64R1305	**STUTTERING THERAPY RESOURCES I**	**137.65**	137.65	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
U64R1334	**SUNBELT RENTALS INC.**	**592.42**	592.42	0111220081 5620	OPERATIONS - GENERAL / RENTALS/OPERATING
U64T0443	**SUPPLYMASTER**	**877.52**	877.52	0134439015 4310	WA/PROP 28:ARTS AND MUSIC/VAPA /
U64T0445	**SUPPLYMASTER**	**438.76**	438.76	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/13/2025 **FROM 01/06/2025 TO 02/02/2025**

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U64T0450	**SUPPLYMASTER**	**117.02**	117.02	0128257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
U64T0457	**SUPPLYMASTER**	**1,872.26**	1,872.26	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64R1301	**SWEETWATER SOUND**	**9,191.24**	1,614.26	0123439015 4310	SA/PROP 28:ARTS AND MUSIC/VAPA /
			7,576.98	0123439015 4410	SA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64R1348	**SWEETWATER SOUND**	**2,033.25**	996.69	0135439015 4310	DA/PROP 28:ARTS AND MUSIC/VAPA /
			1,036.56	0135439015 4410	DA/PROP 28:ARTS AND MUSIC/VAPA / EQUIPMENT -
U64T0398	**SWEETWATER SOUND**	**552.51**	552.51	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
U64T0428	**SWEETWATER SOUND**	**617.28**	617.28	0185439015 4310	ARTS ED/PROP 28/VAPA / INSTRUCTIONAL MATL &
U64T0452	**SWEETWATER SOUND**	**2,135.52**	2,135.52	0164901021 4320	PD/(TITAN ED)/STUART DEMO / OTHER OFFICE/MISC
U64R1369	**SWRCB**	**1,723.00**	1,723.00	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
U64R1331	**TAO ROSSINI A PROFESSIONAL**	**1,282.50**	1,282.50	0113113036 5821	TRANS/REG-ED/TRANSPORTATION / LEGAL FEES
U64C0055	**TENNANT COMPANY**	**3,448.52**	3,448.52	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
U64T0402	**TFD UNLIMITED LLC**	**444.47**	444.47	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64R1469	**TIME AND ALARM SYSTEM**	**6,454.95**	6,454.95	0110231081 4410	MAINTENANCE/ELEC/MO / EQUIPMENT - NON-
U64R1330	**TURF STAR INC**	**1,091.50**	10.09	0110220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
			1,081.41	0110220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
U64R1335	**TURF STAR INC**	**2,576.25**	925.51	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
			1,650.74	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
U64R1428	**U S BANK**	**1,100.00**	1,100.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
U64R1368	**ULINE**	**521.74**	521.74	0121000927 4320	WES/LCFF (EIA)/SCH ADM / OTHER OFFICE/MISC
U64R1415	**ULINE**	**792.93**	792.93	0119473010 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL
U64S0121	**UNISAN LLC**	**24,437.70**	24,437.70	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64A0262	**UNIVERSITY OF CALIFORNIA IRVIN**	**45,000.00**	45,000.00	0152750110 5805	RESEARCH&EVA/S & C (GOAL 1.1a) / INSTRUCTIONA
U64R1441	**US SAFETY & SUPPLY COMPANY**	**419.02**	419.02	0128489510 4310	CY/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 02/13/2025 **FROM 01/06/2025 TO 02/02/2025**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64T0432	**USCUTTER INC.**	**2,625.81**	2,625.81	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
U64T0416	**VARITRONICS**	**1,018.23**	1,018.23	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
U64T0458	**VEX ROBOTICS INC**	**4,681.88**	3,291.98	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTION/
			1,389.90	0144393010 4310	LEX/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64R1416	**VISION COMMUNICATIONS CO.**	**795.20**	795.20	0125000081 4347	KA/MO / OPERATIONS SUPPLIES - MISC
U64T0444	**VIVACITY TECH PBC**	**2,691.41**	2,691.41	0168447010 4310	GI/LCFF EQUITY MULTIPLIER/INST / INSTRUCTIONA
U64R1356	**WAXIE SANITARY SUPPLY**	**5,954.83**	5,954.83	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
U64T0460	**WEBCAST AND BEYOND**	**31,027.50**	31,027.50	0172172010 5810	SAFE SCHOOLS/INSTR / NON-INSTRUCTIONAL PROF
U64R1381	**WEST SHIELD ADOLESCENT SERVICE**	**6,249.30**	6,249.30	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
U64R1323	**WESTERN PSYCHOLOGICAL SERVICES**	**1,091.89**	1,091.89	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
U64R1431	**WESTERN PSYCHOLOGICAL SERVICES**	**968.67**	968.67	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
U64R1432	**WESTERN PSYCHOLOGICAL SERVICES**	**11,014.09**	11,014.09	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
U64R1429	**YENNIS PARTY RENTALS INC.**	**15,542.69**	15,542.69	0110211581 5620	MAINTENANCE/GRADUATION/MO /
U64R1438	**YENNIS PARTY RENTALS INC.**	**434.65**	434.65	0153752110 5620	SP/PARENT ENGAGEMENT / RENTALS/OPERATING
U64R1463	**YENNIS PARTY RENTALS INC.**	**268.32**	268.32	0122140027 5620	MA/SCH ADM / RENTALS/OPERATING LEASES

Fund 01 Total:	**1,263,581.23**
Fund 40 Total:	**8,860.09**
Fund 42 Total:	**161,835.28**
Fund 45 Total:	**4,988.00**
Total Amount of Purchase Orders:	**1,439,264.60**

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

EXHIBIT JJ

BOARD OF TRUSTEES **02/13/2025**

FROM **01/06/2025** **TO** **02/02/2025**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64R0881	**KEENAN ASSOCIATES**	**86,799.00**	-27,968.00	0100000000 3901	GEN FUND/INC & BALANCE SHEET / OTHER BENEFITS
			+41,952.00	0100000010 3901	GEN FUND/INSTR / OTHER BENEFITS-CERTIFICATED
T64R1028	**WASHINGTON MUSIC CENTER**	**6,337.32**	+372.80	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0538		**2,963.45**	-0.01	0140439010 4310	SO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64X0348	**GREATER ANAHEIM SELPA**	**271,853.00**	+6,853.00	7600564090 7500	WARRANT/PASS THRU / FUNDS DISTRIBUTED TO
U64A0032	**CLAIM RETENTION SERVICES INC.**	**27,000.00**	+24,750.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
U64A0049	**SOCALGRAD**	**3,899.23**	+38.60	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
U64A0076	**EIDE BAILLY LLP**	**51,100.00**	+2,000.00	0107107071 5820	ACCTG /AUDIT / AUDIT FEES
U64A0231	**SOCALGRAD**	**1,993.22**	-72.35	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC SUPPLIES
U64R0004	**CATALINA MATERIAL HANDLING**	**24,276.71**	+1,315.93	0114114072 6490	WAREHOUSE/GENL ADM / EQUIPMENT - OTHER
U64R0423	**BSN SPORTS LLC**	**3,100.30**	+1,263.69	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
U64R0605	**BLICK ART MATERIALS LLC**	**2,561.59**	+0.03	0131439015 4310	BR/PROP 28:ARTS AND MUSIC/VAPA / INSTRUCTIONA
U64R0706	**EAST WHITTIER GLASS AND MIRROR**	**5,177.00**	+1,049.00	0120234081 5610	ANAHEIM/GLASS/MO / REPAIRS/MAINT - O/S SERVICE
U64R0865	**MISSION PAVING AND SEALING INC**	**17,300.00**	+4,550.00	0131238081 6122	BR/PAVING/MO / SITE IMPV WALKS/ROAD/WALL
U64R0890	**POOL HEATER GUYS CORPORATION,**	**66,000.00**	+9,000.00	0120240081 5610	ANAHEIM/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			+9,000.00	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			+6,000.00	0122240081 5610	MA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			+9,000.00	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			+4,500.00	0124240081 5610	LOARA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			+9,000.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			+4,500.00	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
U64R0903	**INTERNATIONAL E Z UP INC**	**911.74**	+52.98	0175000081 5610	CVA/INDEPENDENT STUDY/M & O / REPAIRS/MAINT -
U64R1190	**CALIFORNIA AUTO REFRIGERATION**	**1,605.12**	+87.28	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS

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BOARD OF TRUSTEES **02/13/2025**

FROM **01/06/2025** **TO** **02/02/2025**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64R1193	**ADI**	**2,220.61**	+46.01	0138231081 4410	BALL/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZE
U64R1272	**NCS PEARSON INC.**	**271.56**	+18.00	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
U64R1293	**REPUBLIC SERVICES OF SO. CALIF**	**583.22**	+439.94	0111000081 5620	MO/MO / RENTALS/OPERATING LEASES
U64S0058	**WAXIE SANITARY SUPPLY**	**15,548.74**	+20.17	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
U64T0386	**BLUUM USA INC.**	**7,782.00**	+24.00	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT - NON
U64X0010	**BEST-VIP CHAUFFEURED WORLDWIDE**	**65,000.00**	+10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
U64X0013	**EVOQUA WATER TECHNOLOGIES LLC.**	**9,000.00**	+3,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAINT
U64X0018	**PACIFIC COAST PROPANE LLC**	**250,000.00**	+100,000.00	0113113036 4383	TRANS/REG-ED/TRANSPORTATION /
U64X0042	**O'REILLY AUTO PARTS**	**85,000.00**	+45,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
U64X0083	**U S BANK**	**6,500.00**	+1,500.00	0135393010 4310	DALE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64X0086	**U S BANK**	**4,500.00**	+2,500.00	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
U64X0089	**WINZER**	**15,000.00**	+5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
U64X0096	**RWC INTERNATIONAL LTD**	**22,500.00**	+7,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
U64X0155	**KENNEDY HIGH SCHOOL**	**36,000.00**	+14,000.00	0127751640 5810	KE/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
U64X0160	**U S BANK**	**17,500.00**	+2,500.00	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
U64X0223	**SMARTSIGN**	**6,000.00**	+2,500.00	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
U64X0234	**AARDVARK CLAY AND SUPPLIES INC**	**1,400.00**	+400.00	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
U64X0339	**ECONOMY RENTALS INC**	**1,200.00**	+700.00	0138000910 5620	BA/LCFF-CONCENTRATION/INSTR /
U64X0349	**U S BANK**	**5,500.00**	+1,500.00	0144393010 4310	LEX/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64X0358	**U S BANK**	**6,500.00**	+1,500.00	0134393010 4310	WA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
U64X0364	**CROWN TROPHY**	**600.00**	+100.00	0134750640 4310	WA/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL &
U64X0370	**RIDDELL ALL AMERICAN**	**12,175.00**	+2,175.00	0122751681 5630	MA/ATHLETICS/M & O / REPAIRS/ATHLETIC
U64X0374	**U S BANK**	**4,500.00**	+1,500.00	0137393010 4310	SYCAMORE/VEA-2B/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **02/13/2025**

FROM **01/06/2025** **TO** **02/02/2025**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
U64X0420	**U S BANK**	**5,500.00**	+1,500.00	0131393010 4310	BR/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
U64X0427	**U S BANK**	**5,500.00**	+2,500.00	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE
U64X0431	**LAGUNA CLAY CO.**	**1,000.00**	+500.00	0128439015 4310	CY/PROP 28:ARTS AND MUSIC/VAPA / INSTRUCTIONA
U64X0437	**BLICK ART MATERIALS LLC**	**3,000.00**	+2,000.00	0121439015 4310	WE/PROP 28:ARTS AND MUSIC/VAPA / INSTRUCTIONA
U64X0452	**HOME DEPOT CREDIT SERVICES**	**600.00**	+200.00	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIE

Fund 01 Total: **309,015.07**

Fund 76 Total: **6,853.00**

Total Amount of Change Orders: **315,868.07**

VENDOR CHECK REGISTER
January 06, 2025 through February 02, 2025

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
1 CALL MATERIALS LLC	V6415656	4347	1,541.99	00202602
			95.28	00203165
360DTii LLC	V6414513	4310	4,737.16	00202534
			18,813.51	00202662
		4320	1,785.03	00202662
		4410	41,584.38	00202919
A 1 FENCE COMPANY	V6408537	4355	2,911.94	00203166
		5610	2,986.00	00202987
A AND V CONTRACTORS INC.	V6410406	5610	9,550.00	00203167
A U H S D FOOD SERVICE DEPT	V6400023	4390	42.07	00202847
			42.07	00202920
			48.49	00203088
		5881	1,200.00	00203088
A Z BUS SALES INC.	V6400025	4385	120.68	00202562
A1 TRANSMISSION SERVICE	V6400030	4370	1,613.45	00202848
		5610	1,450.00	00202848
AAA ELECTRIC MOTOR SALES	V6400033	4355	349.36	00202961
			540.66	00203089
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	281.17	00202640
			77.32	00202763
			77.57	00202807
			68.53	00202988
			75.21	00203168
ACS BILLING SERVICE	V6400072	5880	5,154.78	00202764
ADAMS, CLARE	V6413562	5220	44.22	00202563
ADI	V6400095	4355	160.00	00203210
		4410	2,220.61	00202715
AD-WEAR AND SPECIALTY OF TEXAS INC	V6415001	4310	624.68	00202480
			235.10	00202714
AERIES SOFTWARE INC	V6409157	5210	2,758.00	00202989
AGILE OCCUPATIONAL MEDICINE PC	V6415577	5810	375.00	00202603
			125.00	00202716
			125.00	00202921
AGRI TURF DISTRIBUTING LLC	V6412836	4347	134.45	00202481
			195.46	00203090
AGUIRRE, ROXANNE	V6414489	5220	85.02	00202717
			20.43	00202849
			29.81	00202922
		8699	57.29	00202564
AIRGAS USA LLC	V6413792	4375	148.11	00202641
			152.10	00203211
AIRSUPPLY TOOLS INC.	V6412933	4375	2,288.41	00202565
			2,837.32	00203091
			439.35	00203212
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	352.34	00202642
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	42,501.07	00202663
			33,014.28	00202718
ALLIANCE TECHNOLOGY GROUP LLC	V6413976	5880	2,294.75	00202990

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
ALT REV CASH FUND	V6405197	4305	167.64	00202808
		4310	6,358.75	00202808
		4320	2,906.81	00202808
		4347	376.96	00202808
		4390	1,260.32	00202808
		5210	143.50	00202808
		5560	66.21	00202808
		5610	77.47	00202808
		5880	152.68	00202808
	V6405198	4305	163.80	00203169
		4310	5,901.46	00203169
		4320	3,520.83	00203169
		4347	512.85	00203169
		4390	1,512.38	00203169
		4410	124.96	00203169
		5210	367.76	00203169
		5560	42.46	00203169
		5810	1,473.70	00203169
		5880	492.00	00203169
		5881	200.00	00203169
		8699	249.76	00203169
AMAZON CAPITAL SERVICE	V6410684	4110	976.50	00203092
		4310	1,036.26	00202566
			81.44	00202719
			139.50	00202765
			564.42	00202923
			915.10	00203092
		4320	86.11	00202482
			140.60	00202809
			32.26	00202923
			1,054.74	00203092
			160.31	00203170
		9320	0.00	00203092
AMAZON WEB SERVICES INC.	V6412894	5880	51.10	00202483
AMERICAN TIME	V6410391	4355	631.31	00202604
			5,201.53	00203213
ANAHEIM FAMILY YMCA	V6409401	5100	206,567.72	00202962
ANAHEIM HIGH SCHOOL	V6400260	5810	5,652.00	00203093
		8699	1,322.35	00202924
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	24,774.76	00202567
		5850	37,395.00	00202720
ANIXTER	V6400294	4320	210.94	00202925
		4355	1,292.10	00202484
			1,065.74	00202925
			78.50	00203094
			116.48	00203214
AP CONSTRUCTION GROUP INC	V6415026	6269	771,348.11	00202664
			148,748.00	00202665
APPLE INC	V6400319	4310	106.67	00202721
			6,896.30	00203095
		4410	1,326.47	00202721
			566.80	00202926
ARELLANO, GEISY	V6411702	4310	103.72	00202927
		5880	118.00	00202927

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
ARROW SERVICES INC	V6412839	5580	682.00	00202643
			806.00	00203096
ART OF EDUCATION UNIVERSITY LLC, THE	V6413856	5880	730.53	00202991
ART SUPPLY WAREHOUSE	V6400350	4310	431.00	00202850
ARVIZU, MARIBEL	V6414272	5210	918.66	00202535
ASHLEIGH, PRICILLA	V6415872	5220	5.36	00202722
ASSOCIATION OF TITLE IX ADMINISTRATORS	V6415839	5210	424.15	00202723
AT AND T	V6400374	5918	34.41	00202666
			19.23	00202767
	V6406157	5918	32.80	00202536
			3,207.87	00202766
			14,705.41	00202963
AT AND T MOBILITY	V6409270	5880	907.83	00202537
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	518.00	00202928
			777.00	00203171
		5821	8,556.21	00203171
ATVANTAGE LLC	V6412895	5805	365.70	00202768
AVID CENTER	V6400410	5210	999.00	00202851
AVILA, MONSERRAD	V6414711	5220	44.62	00202852
AWARDS BY PAUL	V6400412	4320	8,971.25	00202853
			45.26	00203097
B AND H PHOTO VIDEO INC	V6400422	4310	121.11	00202568
			145.24	00202929
			113.11	00202964
			4,093.95	00203098
		4347	347.45	00202485
		4410	1,534.63	00202568
			1,387.99	00203098
B AND K ELECTRIC WHOLESALE	V6400623	4355	107.32	00202486
B AND M LAWN AND GARDEN INC	V6400423	4347	422.37	00202538
			662.56	00202605
			171.48	00202667
			279.85	00202769
			103.14	00202930
			341.22	00202965
			375.92	00203099
			175.12	00203215
		4410	1,189.55	00202930
BACH COMPANY, THE	V6407748	4310	397.28	00202770
BALL JR HIGH SCHOOL	V6400433	8699	217.16	00202931
BAND SHOPPE	V6406925	4310	1,513.22	00202992
BAND TODAY LLC	V6414089	4310	5,701.00	00202810
		4410	1,182.00	00202810
BARNES AND NOBLE	V6400450	4210	1,041.18	00202724
BAVCO	V6407678	4355	1,324.54	00202771
			164.35	00203100
BEACON DAY SCHOOL	V6409269	5860	86,297.69	00202966
BEAT BY BEAT PRESS	V6415871	4310	395.00	00203101
BERTRAND'S MUSIC	V6412730	4310	605.92	00202606
			1,708.79	00202854
		4410	1,819.87	00202606
BEST-VIP CHAUFFEURED WORLDWIDE	V6414620	5620	3,202.83	00202725
BIOMETRICS4ALL INC	V6409224	5610	1,998.84	00202993
BLACK BIRD FIRE PROTECTION INC	V6415852	5610	650.00	00202487

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
BLICK ART MATERIALS LLC	V6401357	4310	234.51	00202569
			1,379.26	00202644
			9,011.82	00202772
			3,661.11	00202932
			469.25	00203102
		4410	836.14	00202569
			1,775.72	00202644
BLUUM USA INC.	V6404796	4410	7,782.00	00203049
BOOMERANG PROJECT	V6408986	5210	7,700.00	00202645
BOSS GRAPHICS INC	V6406107	5610	9,275.00	00202811
		5620	750.00	00202811
BPS SUPPLY GROUP	V6400476	4355	295.26	00202726
			101.12	00203216
BRAZER EDUCATION CONSULTING LLC	V6413761	5810	7,059.16	00202773
BREA ORANGE COUNTY PLUMBING HEATING	V6412728	5610	11,226.37	00202539
BRIDGEPORT GOLF CARS	V6413224	5610	425.00	00203103
		6490	14,169.13	00203038
BRYANT, AMANDA	V6412448	5210	206.00	00202570
BSN SPORTS	V6400615	4310	209.95	00203172
BSN SPORTS LLC	V6412536	4310	983.33	00202488
			1,678.75	00202727
BUDDY'S ALL STARS INC	V6406311	4310	475.63	00202540
			476.26	00202728
BUREAU OF EDUCATION AND RESEARCH	V6400627	5210	295.00	00202994
BUSWEST	V6407892	4385	869.71	00202646
CABRERA, CANDACE	V6414734	5220	134.26	00202489
CADA CENTRAL	V6400658	5210	1,050.00	00202607
			525.00	00202933
CALDERON, MARTIN	V6415649	5210	1,179.99	00203104
			271.41	00203217
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	4381	866.90	00203174
		4382	151.69	00203173
CALIFORNIA AUTO REFRIGERATION DISTRIBUTION I	V6415875	4376	1,557.69	00202812
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	582.00	00203175
CALIFORNIA IT IN EDUCATION	V6414134	5880	375.00	00202934
CALIFORNIA PLUMBING PARTS	V6412567	4355	848.75	00202490
			240.69	00202729
			499.36	00202855
			1,685.64	00202935
			437.29	00203218
CALIFORNIA YELLOW CAB	V6413351	5870	65.00	00202571
			1,690.00	00202730
			1,495.00	00202856
			7,735.00	00202936
CANYON CATERING AND EVENTS INC	V6415965	5881	3,063.91	00203105
CAPISTRANO GOLF CARS INC	V6411745	4347	1,454.57	00203106
		4410	672.35	00203106
		5610	1,448.20	00202541
			390.00	00203106
CARE YOUTH CORPORATION	V6412565	5860	17,360.00	00202937
CAREER LAUNCH	V6414304	5210	7,500.00	00203107
CASTILLO, MARLENE	V6407056	5220	3.35	00202572
CATALINA MATERIAL HANDLING	V6415630	6490	2,338.05	00202731
CDW GOVERNMENT INC.	V6400819	4410	1,539.75	00202668

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
CEMEX	V6404364	4355	1,303.65	00202995
CENTRALIA SCHOOL DIST	V6400844	5810	62,950.81	00202774
CERAMIC SHOP, THE	V6414717	4310	519.65	00202573
CEV MULTIMEDIA	V6400853	4310	5,974.00	00203219
CHAVEZ, ARACELI	V6408992	5210	928.19	00202491
CI SOLUTIONS	V6412744	4320	2,101.13	00202647
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	39,823.06	00202938
CITY AUTO TOP	V6400953	4376	48.48	00203108
		5610	95.00	00203108
CITY OF ANAHEIM	V6400957	5520	33,611.55	00202492
			80,037.92	00202574
			1,643.43	00202608
			27.46	00202732
			116,016.06	00202775
			41,608.49	00202813
			28.55	00202939
			19,861.86	00202996
		5530	8,741.50	00202492
			28,234.11	00202574
			8,491.79	00202608
			5,647.43	00202732
			5,096.25	00202775
			10,646.01	00202813
			836.65	00202939
			3,119.10	00202996
		5580	8,160.67	00202492
			23,001.62	00202574
			6,614.22	00202608
			5,397.07	00202732
			5,915.23	00202775
			6,830.73	00202813
			3,980.06	00202996
CITY OF BUENA PARK	V6400958	5530	5,883.45	00202814
		5580	1,701.39	00202814
CL ATHLETIC APPAREL INC	V6400644	4410	2,271.37	00202997
CLAIM RETENTION SERVICES INC.	V6408940	5810	2,916.66	00202575
CLEAN OUT KINGS	V6413766	5610	1,650.00	00203109
CMS COMMUNICATIONS INC	V6411873	5610	66,967.00	00203110
CODEMONKEY STUDIO	V6415207	5880	3,000.00	00203111
COLLAR, JASON	V6415118	5210	643.77	00202576
			1,179.99	00202940
			271.41	00203220
COMPLETE ACCESS SOLUTIONS	V6415052	5610	3,750.00	00202493
			2,500.00	00203221
COMPLETE OFFICE OF CA	V6411539	9320	213.89	00202776
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	1,605.00	00202967
COSCO FIRE PROTECTION INC	V6412879	5610	1,120.00	00202494
			700.50	00202648
			460.00	00202941
			2,190.00	00202968
COURTNEY INC	V6415758	6270	200,000.00	00202609
CPR1 LLC	V6412104	4310	103.84	00203112
CRAWFORD, BINDY	V6414550	4310	150.00	00202733
		5880	30.45	00202998

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
CROWN LIFT TRUCKS	V6412285	5610	469.00	00203176
CROWN TROPHY	V6401151	4310	426.64	00202857
CSM CONSULTING INC.	V6409922	5810	6,900.00	00202495
			6,900.00	00203222
CUE INC.	V6409411	5210	410.00	00203113
CULVER NEWLIN	V6411589	4320	4,189.32	00203114
		4410	9,522.41	00202669
			3,620.40	00203114
CYPRESS HIGH SCHOOL	V6405640	8699	545.80	00202942
DANNIS WOLIVER KELLEY	V6411357	5821	11,329.00	00203177
DB SERVICE CENTER LLC	V6411405	4347	59.26	00202670
			213.82	00203115
DBA BATTERIES PLUS	V6415743	4347	45.58	00202815
DELTAMATH SOLUTIONS INC	V6414374	5880	340.00	00202610
DEMIDEC CORPORATION	V6412158	5880	996.69	00202611
DIGITAL PROMISE GLOBAL	V6415004	5310	3,500.00	00202542
DIOSDADO, ALEJANDRA HERNANDEZ	V6415270	5220	17.42	00202858
DOMINGUES, SCOTT	V6408405	5210	1,434.56	00202649
DUCA, JASON	V6407065	5220	72.96	00202859
DUNN EDWARDS PAINTS	V6401448	4355	302.07	00202734
DYNAMISM INC.	V6412169	4410	1,813.43	00202577
EADDY, DONALS	V6415957	5220	0.70	00202969
EAST WHITTIER GLASS AND MIRROR CO INC	V6413882	5610	5,177.00	00202735
EASY ICE LLC	V6415883	5610	650.00	00203178
EBERHARD EQUIPMENT	V6405532	4347	946.85	00202612
			40.00	00203116
ECE 4 AUTISM	V6415157	5860	10,628.31	00202943
ECONOMY RENTALS INC	V6401478	5620	903.80	00202613
			169.09	00202650
			1,023.49	00202944
			149.70	00202999
			159.70	00203223
EIDE BAILLY LLP	V6413546	5820	14,000.00	00202671
			8,000.00	00202970
			10,000.00	00203117
EL CANTARITO RESTAURANT	V6413303	5881	7,177.50	00202860
EL PARTNER CATERING	V6414298	5881	3,375.00	00203118
ENCORE GAS AND SUPPLY	V6414377	4355	634.82	00203224
EPOWER NETWORK	V6413717	5610	2,268.00	00203000
ESQUIVEL, KIMBERLY	V6415112	5220	64.32	00202496
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	4375	361.00	00203119
EWING IRRIGATION PRODUCTS	V6401634	4347	398.12	00202945
			102.58	00203120
F C AND SONS ROOFING INC	V6415742	6216	6,784.00	00203179
FARMERS AND MERCHANTS BANK	V6412156	5880	28,142.49	00203121
FEDEX	V6401675	5910	77.33	00202497
			71.96	00202578
			5.45	00202672
			64.88	00203001
			126.07	00203180
FEHSER, RANDI	V6415958	5210	1,950.00	00203002
FERGUSON ENTERPRISES INC	V6409823	4355	826.09	00202673
			199.86	00203003
FERREE'S TOOLS INC.	V6401681	4355	1,310.38	00203181

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
FIELDHOUSE, MARK	V6402986	8699	226.13	00202543
FIVE STAR RUBBER STAMP INC	V6405116	4320	25.71	00202674
FLANAGAN, ZORAH	V6415008	5220	6.70	00202777
			3.71	00203182
FLEET SERVICES INC	V6405625	4375	66.49	00202579
		4376	1,540.10	00202579
			731.23	00202675
			1,474.20	00203122
		4385	909.02	00202579
			-80.68	00202675
			139.00	00203122
		4387	86.61	00202675
FLINN SCIENTIFIC INC	V6401708	4310	177.46	00202676
FOLLETT CONTENT SOLUTIONS LLC	V6401726	4210	1,720.19	00203004
FORD, CALLIE	V6414294	5220	31.56	00203183
FORD, TRAVIS	V6415122	5220	71.69	00202894
FOUNDATION BUILDING MATERIALS LLC	V6414185	4355	525.79	00202677
			440.37	00203123
FOUNDATION FOR KOREAN LANGUAGE AND	V6410559	4110	7,486.15	00202678
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	723.60	00203005
FULLERTON FORD	V6414336	4370	378.49	00202679
FUSION LEARNING INC	V6413641	5880	6,000.00	00203050
FUTURE SHREDDING INC	V6414221	5610	441.00	00202680
GAMETRUCK	V6414222	5880	500.00	00202498
GANAHL LUMBER CO	V6401804	4347	236.93	00202681
		4355	207.63	00202544
			631.96	00202681
			273.56	00203006
GARCIA, JORDANNE	V6415650	5220	22.45	00202499
GARDEN GROVE UNIFIED SCHOOL DISTRICT	V6415961	5620	1,524.06	00203051
GARDENA VALLEY NEWS	V6401808	4310	993.32	00203052
		5880	649.31	00203124
GAS COMPANY, THE	V6404372	5510	5,634.47	00202736
			64,050.36	00202778
		5880	13.00	00203007
GEARY PACIFIC SUPPLY	V6401824	4355	228.89	00203008
GIAKOUMIS, SABINA	V6409517	4310	875.77	00202861
GIBSON, WILLIAM	V6414649	5220	103.52	00202895
GILBERT SOUTH ASB	V6407543	5810	782.00	00202779
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4320	10,861.20	00203053
		4347	931.78	00202580
			1,379.19	00202682
			482.56	00203053
		9320	181.02	00202580
			2,158.66	00203053
GOLDEN STATE WATER COMPANY	V6408018	5530	56.35	00202500
			43.26	00202501
			9,633.13	00202502
			13,119.68	00202503
			12,915.36	00202504
			9,836.89	00202505
			43.26	00202506
			19,082.27	00203184
GONZALEZ, LAURA	V6410576	5220	79.73	00202507

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
GOPHER SPORTS EQUIPMENT	V6401902	4310	4,773.99	00203125
GRAINGER	V6404982	4347	151.83	00202683
		4355	615.80	00202614
			1,040.41	00202683
			2,937.35	00203126
GRANITE TELECOMMUNICATIONS LLC	V6415134	5880	4,112.99	00202896
GRAY STEP SOFTWARE INC	V6411851	5210	525.00	00202684
GRAYBAR ELECTRIC COMPANY	V6401918	4320	776.88	00203225
GREAT SCOTT TREE SERVICE INC	V6412538	5610	52,965.00	00202737
			5,545.00	00203009
GREATER ANAHEIM SELPA	V6401927	5805	71.20	00202545
			102,311.00	00202546
			231,317.22	00203010
		8311	306,996.25	00202547
GROVE, KELLY A.	V6409563	5220	47.10	00202862
GUGERT, TED	V6407194	5210	130.98	00202897
H AND H AUTO PARTS WHOLESALE	V6401967	4385	597.50	00202685
			48.88	00203127
HALL, CANDICE	V6413728	5220	37.52	00202508
HANNA ACADEMY	V6415738	5860	28,459.50	00202898
HASSAN, SAHAR	V6414562	5220	7.37	00202686
HATCHER, PATTY	V6408994	5220	34.44	00202863
HCI SYSTEMS INC	V6413251	5610	75,500.00	00202864
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	4,176.99	00202780
HIGH TECH HIGH GRADUATE SCHOOL OF EDUCATIC	V6411125	5210	4,250.00	00202581
HOME DEPOT CREDIT SERVICES	V6405234	4310	11.57	00203011
		4347	77.77	00202687
			70.74	00202865
			42.58	00203054
		4355	399.88	00202615
			356.41	00202687
			458.66	00202738
			1,069.60	00202781
			161.66	00202865
			1,253.36	00203011
			450.19	00203054
			78.90	00203128
			528.34	00203226
		4375	109.55	00202687
			239.75	00203128
HOOS, SHANNON	V6409552	5210	532.87	00202866
HOPE4FAMILIES	V6413505	5821	4,500.00	00202867
HOPSKIPDRIVE INC	V6415097	5620	5,406.98	00202582
		5870	87,512.69	00202651
			18,241.97	00202739
HOWARD TECHNOLOGY SOLUTIONS	V6413088	6490	34,022.60	00202509
HUISMAN, MATTHEW	V6408438	8699	44.89	00202548
ICS SERVICE CO.	V6406452	5610	903.00	00202616
IMAGE APPAREL FOR BUSINESS	V6402628	4310	985.04	00202688
		4320	8,088.50	00202899
		4345	856.55	00202617
			262.75	00202688
			876.30	00203129
		9320	1,410.34	00202688

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
IML SECURITY SUPPLY	V6414527	4355	281.60	00203012
		5210	800.00	00203130
INLAND TOP SOIL MIXES INC.	V6402153	4347	18,709.70	00202900
INSPIRED RESOLUTIONS LICENSED CLINICAL SOCIA	V6413887	5805	1,500.00	00202618
			1,500.00	00203227
INTERNATIONAL E Z UP INC	V6412784	4310	1,329.64	00202689
		4320	359.71	00202689
		4410	3,585.92	00202689
INTERNATIONAL HOUSE OF MUSIC INC	V6414520	4310	385.21	00202740
IXL	V6410650	5880	3,105.00	00202868
J AND A FENCE	V6409989	5610	4,950.00	00203131
J.W. PEPPER AND SON INC.	V6402214	4310	113.03	00202583
			216.50	00202690
			1,459.81	00202741
			314.99	00202816
			625.12	00203013
			101.67	00203132
			1,675.65	00203185
JACKSONS A S BREA F M P	V6406346	4347	1,161.13	00202619
JACOBSEN, DESIREE	V6415959	5210	93.00	00203014
JASON, LEAH	V6414435	5220	67.34	00202691
JASPER ENGINES AND TRANSMISSIONS	V6409131	4370	4,355.26	00203133
JHM SUPPLY INC.	V6411647	4347	453.03	00202510
			669.33	00202584
			876.76	00202620
			1,663.83	00202817
			2,862.96	00203015
			2,846.59	00203228
JOHNSON CONTROLS	V6406981	5610	1,223.52	00203016
JOHNSTONE SUPPLY	V6402415	4355	395.42	00202511
JOTFORM INC	V6414316	5880	24,524.40	00203055
JUSTICE TESTING	V6413455	5610	150.00	00202585
KAIROS TOOLING	V6413655	4355	64.46	00202692
KATELLA HIGH SCHOOL	V6402515	5880	60.00	00202782
		8699	1,014.13	00202946
KEENAN ASSOCIATES	V6409242	3901	13,984.00	00202621
KELEDJIAN, JAMIE	V6413181	5210	406.00	00202901
KEMP, CHRISTINE	V6400923	5220	54.27	00202512
KENNEDY HIGH SCHOOL	V6402571	5810	8,245.00	00203056
		8699	492.11	00202947
KIM, SONIA	V6415114	4310	196.01	00202818
KIVA ADVENTURE RANCH LLC	V6415672	5860	17,425.00	00203134
KIWI INGENUITY	V6412117	6490	5,450.00	00203017
KLIEM, ERIN	V6415210	5220	23.16	00202586
KUKA, LINDSEY	V6412505	5210	60.25	00202513
KUROIWA, KRISTINA	V6413670	4310	249.76	00202819
LA HABRA FENCE CO INC	V6409707	6126	14,110.00	00202549
LABELL EXCHANGE	V6412680	5918	688.84	00202820
LAGUNA CLAY CO.	V6402645	4310	1,438.26	00202869
		4355	133.91	00202742
LANGUAGE NETWORK INC	V6409301	5810	3,181.30	00202870
LARA, JOSE	V6413230	5210	184.83	00203135
		5881	120.68	00202821
LE, CAITLIN	V6415902	5220	10.52	00202871

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
LEDTERMAN, CAYLIN	V6410914	4320	180.00	00203018
		4390	136.98	00203018
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	183.77	00202948
LIBERTY FLAGS	V6405477	4347	229.50	00202514
		9320	940.80	00202514
LIBRARY STORE INC., THE	V6402737	4315	413.75	00203136
LINE-X OF ORANGE COUNTY	V6415948	4346	431.00	00203057
		5610	569.00	00203057
LOARA ASB	V6402803	8699	249.89	00202949
LOGAN RIVER ACADEMY	V6409188	5860	9,745.24	00203058
LOODIS INC	V6415879	5880	149.00	00202587
MACIAS, LEIDY	V6415016	5220	13.74	00202588
MAGNOLIA HIGH SCHOOL	V6402920	5810	5,507.00	00203229
		8699	152.27	00202950
MANNING, SEAN	V6415647	5210	1,451.40	00203230
MAR VAC ELECTRONICS	V6415228	4347	162.16	00202822
MARCUS MANAGEMENT SOLUTIONS	V6411856	5805	25,375.00	00203137
MARDAN CENTER OF EDUCATION	V6402945	5860	4,424.70	00202902
MARK ENTERPRISES INC	V6411936	5880	19,500.00	00202823
MARTINEZ, JENNIFER	V6415849	5220	21.44	00203059
MC FADDEN DALE HARDWARE CO	V6403056	4355	225.42	00202693
			282.12	00202903
			1,134.23	00203019
MC LOGAN SUPPLY COMPANY	V6403049	4310	533.38	00202743
			492.46	00202872
			414.84	00202904
MICHAELS STORES INC & SUBS	V6414285	4310	674.64	00202515
			184.75	00202873
			86.18	00203138
MIKE'S CUSTOM FLOORING INC	V6415260	5610	2,251.32	00202874
			2,309.51	00202905
			1,298.44	00203060
MIRANDA, KRYSTAL	V6414657	5220	54.21	00202516
MISSION LINEN SUPPLY	V6411115	4388	360.38	00202694
			191.90	00202824
			973.40	00202906
MISSION PAVING AND SEALING INC	V6403161	6122	17,300.00	00203139
MONERA, APRIL	V6411540	5210	160.80	00203020
MONTENEGRO, ROBERT	V6403968	3701	805.50	00202589
MONTGOMERY HARDWARE CO.	V6405624	4355	62.49	00202875
			405.58	00203140
			908.54	00203231
MOREY'S MUSIC STORE	V6407094	4310	154.00	00202622
MORGAN, JANENE	V6412740	5210	94.00	00202907
MORSCO INC	V6412910	4355	1,190.51	00202695
MRS. NELSON'S BOOK COMPANY LLC	V6409076	4110	1,732.36	00202517
			1,820.80	00202550
MUNOS, ART	V6415831	5220	36.18	00202518
MURALS FOR SCHOOLS	V6413189	5610	7,995.00	00202623
MUSIC AND ARTS CENTER	V6411397	4310	348.77	00202744
			143.91	00202825
			23.05	00203141
		4410	1,161.55	00202825

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
NASCO	V6403253	4310	297.66	00202519
			595.32	00202696
			528.84	00203142
NATIS HOUSE	V6415253	5880	26,100.00	00202590
			18,850.00	00202697
			1,450.00	00202826
		8699	5,800.00	00202551
NAVARRO, MONICA	V6412545	5220	109.88	00202520
NETSYNC NETWORK SOLUTIONS	V6415057	5610	3,991.60	00202876
		5880	1,338.22	00202521
NEWEGG BUSINESS INC	V6412716	4310	40.92	00203143
NGUYEN, BICH	V6415952	5210	781.19	00203021
NGUYEN, CHINH	V6412608	5220	35.51	00202698
NINOV, VESSELIN	V6414445	5220	279.73	00202522
			156.11	00202783
NO HOLDEN BACK LLC	V6415889	5880	1,797.00	00203232
NOCCCD FOUNDATION	V6411773	4310	205.20	00203233
NORTH ORANGE COUNTY REGIONAL	V6403384	5100	783,413.00	00202591
			1,310,481.50	00202699
			783,413.00	00203061
NUMAINVILLE, JEFF	V6407833	5210	603.46	00202877
NUNEZ, DOMITILA	V6415816	5220	69.68	00202700
O'BRIEN, PENNY AND JAMES	V6409780	5850	1,659.76	00202784
OC HUMAN RELATIONS COUNCIL	V6403458	5805	75,000.00	00203062
			40,000.00	00203187
OCAD ASSOCIATION	V6405541	5880	1,136.00	00203188
OFFICE DEPOT	V6403421	4320	71.72	00202746
			90.80	00202878
			115.78	00203189
OLIVARRIA, MANUEL	V6414219	5210	1,179.99	00203144
			271.41	00203235
OLIVE CREST ACADEMY	V6410765	5860	27,761.12	00202523
			31,506.01	00203063
ONE DAY SIGNS	V6405664	4320	978.83	00202701
		4355	517.20	00203064
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	418.37	00203190
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	400.00	00202908
			23,820.00	00203065
ORANGE COUNTY SCHOOL BOARDS ASSN	V6405233	5310	250.00	00202747
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	130.65	00202951
O'REILLY AUTO PARTS	V6411401	4370	976.91	00202745
			1,346.08	00203186
			12.31	00203234
		4375	812.53	00202745
			261.30	00203186
			85.24	00203234
		4376	904.93	00202745
			208.75	00203186
			90.85	00203234
		4385	1,852.96	00202745
			576.25	00203186
			193.98	00203234
		4387	1,021.79	00202745
ORGANIZATIONAL SERVICES INC	V6415885	5210	4,200.00	00202785

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
ORTA RODRIGUEZ, IRLANDA	V6413279	5220	46.00	00202524
			21.98	00202702
ORTIZ, JULIA	V6415830	5220	53.60	00202703
OXFORD ACADEMY	V6403485	8699	331.38	00202952
OXFORD UNIVERSITY PRESS	V6403487	4110	3,994.20	00202624
PACIFIC COAST PROPANE LLC	V6414612	4383	30,199.60	00202786
PACIFIC POWER TOOLS LLC	V6415823	4355	1,052.57	00202971
			522.53	00203191
PADILLA, RICARDO	V6403917	5210	1,675.06	00203192
PAKISER, SCOTT	V6404196	4310	107.75	00202879
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	9,099.73	00202787
PARGA, VINCENT ANDREW	V6415532	5220	78.39	00203066
PARK, JULIA	V6414759	5220	31.36	00202972
PARK, RUTH	V6415130	5220	31.83	00202592
PASCUAL MOLINA, YINNY	V6413764	5220	8.04	00202748
PATHWAY COMMUNICATIONS LTD	V6410645	4410	34,880.01	00202525
PATINO, REUBEN	V6403910	5220	75.85	00202652
PATTERSON, COLLEEN R.	V6412733	5810	753.75	00202749
PELICAN AUTO	V6414406	5610	139.95	00203193
PENNER PARTITIONS INC	V6403625	4355	118.53	00202750
			87.39	00202973
			417.53	00203145
			688.52	00203236
		5610	7,792.00	00202704
PEREZ, ANGEL	V6415595	5220	41.21	00202880
PEST OPTIONS INC	V6406848	5610	995.00	00202788
PINNACLE PETROLEUM INC.	V6412426	4381	30,519.59	00203067
PIPS	V6407384	3601	407,842.12	00203068
		3602	135,947.38	00203068
PLACENTIA YORBA LINDA USD	V6403683	5620	150.00	00202653
POOLEY, MICHAEL	V6411694	4347	256.44	00203146
PORTVIEW PREPARATORY INC.	V6411850	5860	14,763.36	00202909
POWERTEC INC	V6415850	4410	5,428.01	00202974
PRECISION DYNAMICS CORP.	V6409335	4320	323.25	00202552
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	926.55	00203022
		5610	385.00	00202881
PROFESSIONAL GLASS	V6413762	4355	458.19	00202882
			104.85	00202975
PYRAMID SCHOOL PRODUCTS	V6403798	9320	1,146.24	00203069
QBS MIDCO LLC	V6415040	5810	96.00	00202789
QUADIENT INC	V6415046	5610	159.48	00203194
REALL, JULIEANNE	V6408222	5220	175.34	00203070
RED MOUNTAIN INC	V6415847	5610	275.00	00203237
REFRIGERATION SUPPLIES DIST.	V6403873	4355	365.93	00202625
			26.89	00202654
			2,074.02	00202705
			301.53	00202751
			5,573.17	00202883
			3,934.94	00202976
			65.40	00203071
			670.08	00203147
			2,537.14	00203195
		4410	3,187.25	00202910
REGENTS UCLA	V6415483	5210	11,350.00	00203196

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
REINDL, SCOTT	V6409277	5210	811.72	00203197
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6,882.94	00202790
		5620	143.28	00202593
			294.51	00203148
REVOLVING CASH FUND	V6405190	1101	231.31	00202706
		2208	1,262.46	00202706
		2249	310.21	00202706
		2263	2,693.82	00202706
		2279	1,246.88	00202707
		2499	960.00	00202706
		4310	1,513.01	00202706
			261.71	00202791
		5210	6,676.16	00202706
		5880	498.38	00202706
			60.00	00202707
			20,580.31	00202791
		5881	3,331.54	00202706
		5910	568.78	00202706
			1,444.26	00202791
		8672	14,250.00	00202791
		8699	-10,412.43	00202706
			2,211.85	00202791
RILES, QUINTON	V6414719	5210	242.74	00202594
ROCKLER WOODWORKING AND HARDWARE	V6403987	4310	95.90	00202827
			8,461.53	00203039
			713.41	00203149
		4410	306.96	00203039
RODRIGUEZ, BRIAN	V6415954	5220	0.70	00202977
RODRIGUEZ, MARITZA	V6415007	5220	35.11	00202884
RODRIGUEZ, YVONNE	V6405150	5220	167.50	00202752
ROGUE FITNESS	V6412312	4310	1,051.17	00202626
ROSEBURROUGH TOOL CO. INC	V6404014	4355	303.63	00202595
ROSSIER PARK JR SR HIGH SCHOOL	V6411451	5860	11,614.59	00202911
ROYALE MANAGEMENT GROUP LLC	V6414418	5880	2,694.00	00202596
RUIZ FLORES, CLAUDIA	V6408647	5210	267.30	00202655
RUSSELL, JEFFREY	V6407882	5220	84.42	00202792
RWC INTERNATIONAL LTD	V6414635	4370	200.97	00202753
			559.46	00202978
			3,173.53	00203150
		4376	4,118.68	00202828
			6,539.08	00203150
			548.32	00203238
		4385	1,465.56	00202753
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	68.96	00202754
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	779.81	00202627
SAGE PUBLICATIONS	V6406222	4210	7,788.02	00202526
SALCEDO, MAYRA	V6414689	4320	214.44	00202793
SANTA MARGARITA FORD	V6415887	6490	54,973.70	00202829
SAVANNA HIGH SCHOOL	V6404130	8699	425.17	00202953
SCHOOL SPECIALTY INC	V6404173	4310	810.91	00203151
		9320	169.11	00203072
SCHULTZ, MATTHEW	V6415025	5210	908.61	00203023
SCOTT EQUIPMENT INC	V6414353	4355	969.57	00202830
SCP DISTRIBUTORS LLC	V6411554	4355	880.88	00203073

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
SCREENFLEX PORTABLE PARTITIONS INC	V6413263	4320	2,117.21	00203152
SCSBOA	V6406007	5210	250.00	00202794
SCUHS	V6413629	5880	2,250.00	00202979
			1,300.00	00203239
SEGERSTROM CENTER FOR THE ARTS	V6414604	5880	1,890.00	00203240
SEHI COMPUTER PRODUCTS INC	V6404221	4310	80.82	00202553
			1,185.25	00202628
			2,413.49	00202831
			414.07	00202980
			994.68	00203040
		4320	467.64	00202912
			101.29	00203024
			119.62	00203074
		4410	963.77	00202527
			1,791.74	00202980
			1,810.67	00203074
SEMA LLC	V6414512	4310	8,099.42	00202597
		4320	2,419.75	00202597
SENG, SOTHEARA	V6414712	5220	7.04	00202554
SHAMROCK SUPPLY CO.	V6409920	9320	1,608.17	00203075
SHEPPARD, DANIELLE	V6415594	5220	34.84	00202755
SHERMAN, TYLER	V6413557	5210	29.25	00202795
SHICKLER, EDWARD	V6401535	5210	2,029.89	00203198
SIERRA SCHOOL EQUIPMENT COMPANY	V6406486	4410	16,848.54	00202555
SIGLER INC., RUSSELL	V6410420	4355	82.44	00203199
			43.44	00203241
SIGN MART PLASTICS PLUS	V6412529	4320	929.53	00203041
SILBERMAN, STACEY	V6410814	5220	7.91	00203076
SKETCHFORSCHOOLS PUBLISHING	V6414926	4310	1,519.61	00203025
SLIM, NABIL	V6403237	5881	358.92	00202756
SMITH, MALINDA	V6415110	5220	26.80	00202796
SNO SITES	V6413113	5880	479.00	00202629
SOBERANIS, CECILIA	V6408475	5220	60.71	00202757
			46.04	00202832
SOCALGRAD	V6411708	4320	2,486.33	00202556
			3,534.42	00202630
			1,912.56	00202797
			328.64	00203026
			3,899.23	00203242
SOLARWINDS INC.	V6409947	5610	602.00	00202913
SOUTH COAST BOBCAT INC	V6408673	4347	2,228.10	00203042
		5610	3,803.20	00203042
SOUTH JHS ASB	V6405227	8699	314.98	00202954
SOUTHEASTERN PERFORMANCE APPAR	V6404367	4310	4,651.29	00202833
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	112,018.11	00202631
SOUTHERN COUNTIES LUBRICANTS LLC	V6414034	4384	643.55	00203153
SOUTHERN TIRE MART LLC	V6415603	4386	2,959.91	00202598
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4320	612.52	00202557
			634.27	00202758
			801.31	00203027
			89.22	00203043
			796.66	00203200
			470.70	00203243
		9320	60.25	00203077

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
SPEECH AND LANGUAGE	V6404400	5860	30,934.99	00202914
			25,339.51	00203078
STANBURY UNIFORMS	V6406508	4310	114,124.49	00203044
STAPLES ADVANTAGE	V6410116	4310	129.07	00202528
			21.53	00203201
		4410	1,491.67	00203201
STENBERG, SAMANTHA	V6414933	5220	43.22	00202656
			37.52	00202798
STEVE WEISS MUSIC	V6410268	4310	265.32	00202834
STEVENSON, ANNA	V6408980	4390	232.14	00202759
STORM WATER INSPECTION	V6412799	5610	940.00	00202885
SUN PAC STORAGE CONTAINERS INC	V6414092	4410	4,066.25	00203079
		8699	-12.50	00203079
SUNBELT RENTALS INC.	V6405959	5620	592.42	00202886
SUPPLYMASTER	V6404538	4310	1,107.67	00202835
SWEETWATER SOUND	V6409201	4310	557.64	00202760
			1,506.54	00202955
			1,104.43	00203154
		4410	7,576.98	00202955
			1,036.56	00203154
SWITZER, MICHAEL	V6411497	5210	42.00	00202799
SWRCB	V6407133	5880	1,723.00	00203028
SYSCLOUD INC	V6412028	5880	16,350.00	00203045
T MOBILE	V6410424	5918	1,264.20	00202632
		5930	12,977.34	00202529
TABARES, ISABEL	V6414260	5220	54.05	00202887
TANNER, DAMILYN	V6415956	5220	0.70	00202981
TAO ROSSINI A PROFESSIONAL	V6414113	5821	1,282.50	00202800
TELESTREAM LLC	V6413195	5880	119.00	00202657
TERKI HASSAINE, FRANCES	V6413511	4310	610.85	00202658
TERRE HRADNANSKY AND	V6415227	5880	2,411.82	00202982
			1,888.89	00203202
TFD UNLIMITED LLC	V6413781	4310	444.47	00203203
THAYER, JENNIFER	V6410820	5210	2,076.82	00203204
THOMSON REUTERS WEST	V6407958	5880	161.00	00202558
TOTALLY PROMOTIONAL	V6411321	4320	291.03	00203080
TRAN, JOHN	V6415645	5210	1,179.99	00203155
			271.41	00203244
TRANE COMPANY, THE	V6407007	4355	1,029.65	00202888
TRILLIUM USA COMPANY LLC	V6414462	4383	1,805.82	00202801
			5,027.50	00203156
TRUONG, CHRISTINE	V6415027	5210	1,451.40	00203245
TULARE COUNTY OFFICE OF EDUCATION	V6413578	5880	6,000.00	00203205
TURF STAR INC	V6404805	4347	674.58	00202633
			882.11	00202708
			886.69	00202836
			273.89	00203029
		4410	1,677.54	00202836
TYPING.COM LLC	V6415772	5880	972.00	00203081
U S BANK	V6406908	5880	1,100.00	00203246
U S BANK	V6406511	4210	850.00	00202915
		4310	13,036.49	00202915
		4320	695.00	00202915
		4347	532.24	00202915

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
U S BANK (CONT.)		4355	299.98	00202915
		4390	2,915.80	00202915
		4410	5,073.37	00202915
		4700	341.62	00202915
		5210	2,132.00	00202915
		5880	1,921.21	00202915
		5881	186.63	00202915
		5910	13.90	00202915
U S POSTAL SERVICE	V6404814	5910	1,766.79	00202599
ULINE	V6406546	4410	1,194.08	00202802
		5610	124.83	00203030
UNISAN LLC	V6415020	9320	24,437.70	00203082
UNIVERSAL ASPHALT	V6404860	5610	38,380.00	00203031
URESTI, DANIEL	V6415028	5210	873.73	00202803
URQUIDEZ, JODI	V6402362	5880	524.28	00202761
VALERIANO, ARTURO	V6412424	5210	1,474.47	00202916
VALLEY VISTA SERVICES INC	V6411966	5580	8,868.05	00202837
VAN WYE, SILVIA	V6412078	5220	1.61	00202659
VARITRONICS	V6415510	4310	996.04	00203157
VARSITY ATHLETIC APPAREL INC	V6413568	4320	880.00	00202559
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	15.41	00202660
VERTICAL TRANSPORT INC	V6413440	5610	1,720.00	00202634
			885.86	00203032
VISION COMMUNICATIONS CO.	V6404955	5610	598.58	00202983
			79.74	00203083
VISTA PAINT CORPORATION	V6404961	4355	85.90	00202709
			511.78	00203033
			93.31	00203084
			24.95	00203206
VS ATHLETICS INC.	V6404420	4410	3,694.04	00203247
W STRATEGIES LLC	V6414038	5805	5,000.00	00202635
WALKER JR HIGH SCHOOL	V6404990	8699	76.36	00202956
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	2,583.63	00202636
			1,065.87	00202710
			153.30	00202838
			664.93	00202889
			1,419.55	00202957
			920.05	00202984
			2,008.66	00203085
			2,327.28	00203158
			811.25	00203248
		5610	433.07	00202957
WARD'S NATURAL SCIENCE EST	V6404999	4310	2,766.34	00202560
WASHINGTON MUSIC CENTER	V6413436	4310	136.85	00202839
WATERLINE TECHNOLOGIES INC.	V6403700	4355	657.38	00202637
			661.58	00202661
			1,158.30	00202804
			430.03	00202890
			727.74	00203034
			330.79	00203086
			1,924.12	00203207
		4410	2,219.00	00202600
		5610	8,956.74	00203207
		6490	24,144.05	00203207

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
WATSON, JEFF	V6408981	5210	783.12	00203046
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	6,311.01	00202917
			6,249.30	00203035
WESTERN HIGH SCHOOL ASB	V6405044	8699	517.18	00202958
WESTERN PROPANE SERVICES INC	V6414407	4383	121.87	00203159
WESTERN PSYCHOLOGICAL SERVICES	V6405047	4310	1,086.88	00203047
WHITE CAP LP	V6408170	4355	148.80	00203249
WHITE, GINA	V6415155	5210	2,631.39	00203250
WINZER	V6412060	4375	1,971.33	00202762
WON DOOR CORPORATION	V6410701	5610	1,283.00	00202985
WRS GROUP LTD.	V6402013	4310	2,755.49	00202840
			1,109.83	00203160
YOUTH CARE OF UTAH INC	V6414051	5860	51,220.00	00202918
ZEGARRA, HEATHER	V6415646	5210	1,451.40	00203251
ZIPGRADE LLC	V6414744	5880	69.90	00203036
ZISKO, AMBER	V6406552	5220	48.91	00202805
ZONES	V6405158	4310	765.08	00202561
GENERAL FUND (0101)			**8,924,726.33**	
ASPHALT FABRIC AND ENGINEERING INC	V6414727	5610	84,476.85	00202530
JOHNSON CONTROLS FIRE PROTECTION LP	V6415681	5610	11,514.29	00203161
MISSION PAVING AND SEALING INC	V6403161	6122	53,875.00	00203162
DEFERRED MAINTENANCE FUND (1414)			**149,866.14**	
CONSTRUCT 1 ONE CORP	V6415278	6270	5,195.84	00202711
GOB ELECTION 2014 SERIES 2019 FUND (2127)			**5,195.84**	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	13,172.86	00202841
			501.17	00202842
CAPITAL FACILITIES FUND (2525)			**13,674.03**	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	14,248.21	00202891
			182.75	00203048
			319.67	00203163
U S BANK	V6406511	7619	483,579.85	00202892
CAPITAL FACILITIES RDA FUND (2545)			**498,330.48**	
AP CONSTRUCTION GROUP INC	V6415026	6269	164,754.47	00202712
AT AND T	V6406157	6222	500.00	00202986
CONSTRUCT 1 ONE CORP	V6415278	6270	891,603.66	00202713
DIVISION OF THE STATE ARCHITECT	V6411414	6210	40,649.46	00202843
			1,024.29	00202893
			500.00	00203208
ONE DAY SIGNS	V6405664	6274	694.99	00203087
ORANGE COUNTY PUBLIC SAFETY	V6411157	6274	2,145.00	00202844
SPECIAL RESERVE FUND (4040)			**1,101,871.87**	
COURTNEY INC	V6415758	6270	508,794.99	00202638

VENDOR NAME	VENDOR ID	OBJECT	CHECK AMT	CK #
ENCORE PIANO MOVING	V6414164	6274	600.00	00202601
CAPITAL RESERVE SPECIAL FUND			**509,394.99**	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	10,390.99	00203252
AUHSD	V6400400	5891	2,022,095.17	00202639
			834,072.29	00202806
			669,272.62	00203037
			684,545.16	00203164
		5895	415,827.50	00202639
			262,812.11	00202806
			237,500.23	00203037
			295,124.33	00203164
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	235,070.00	00202845
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16,772.76	00202531
			17,219.21	00203253
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11,250.00	00202846
LUMINARE HEALTH BENEFITS INC	V6415407	5812	459,249.44	00202532
RETIREE FIRST LLC.	V6413748	5466	209,974.95	00202959
VISION SERVICE PLAN	V6404956	5464	54,091.72	00202533
			54,007.27	00203209
HEALTH AND WELFARE FUND (6969)			**6,489,275.75**	
GREATER ANAHEIM SELPA	V6401927	7500	77,985.00	00202960
PASS THRU FUND (7676)			**77,985.00**	
GRAND TOTAL ALL FUNDS			**17,770,320.43**	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Nov-24

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	298,555.18	243,778.47	1,000.00	63,395.16	308,173.63
Western	464,958.29	330,910.48	1,275.00	136,928.60	469,114.08
Magnolia	196,261.24	167,858.34	700.00	-	168,558.34
Savanna	138,384.17	132,580.84	500.00		133,080.84
Loara	217,405.03	194,242.83	800.00	38,265.15	233,307.98
Katella	256,120.66	246,931.73		-	246,931.73
Kennedy	425,065.33	445,676.41	1,300.00		446,976.41
Cypress	824,412.15	887,653.77	1,700.00		889,353.77
Brookhurst	23,279.07	19,434.89	180.00		19,614.89
Orangeview	15,767.15	13,313.25			13,313.25
Walker	51,576.93	44,114.17			44,114.17
Dale	71,602.37	60,019.17	800.00		60,819.17
Sycamore	25,804.44	20,474.59			20,474.59
Ball	30,199.92	29,383.08			29,383.08
South	58,775.28	64,820.20			64,820.20
Oxford	792,902.99	731,267.12	260.00		731,527.12
Lexington	56,065.89	57,759.65			57,759.65
Hope	67,322.15	67,178.83			67,178.83
Gilbert	39,409.50	39,968.48			39,968.48
Cambridge	6,292.77	7,029.73			7,029.73
Total	4,060,160.51	3,804,396.03	8,515.00	238,588.91	4,051,499.94

Anaheim Union High School District

Cafeteria Fund

Financial Statements

November 2024

Balance Sheet

Anaheim Union High School District

11/30/2024

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$17,120,185.82
9122	Change Fund	$3,600.00
Total CASH		$17,123,785.82
RECEIVABLE		
9210	A/R - Current	$7,520.23
9280	A/R - State	$2,374,957.32
9290	A/R - Federal	$4,330,340.86
Total RECEIVABLE		$6,712,818.41
INVENTORIES		
9321	Food	$438,545.99
9323	Supplies	$201,378.69
Total INVENTORIES		$639,924.68
Total Asset		**$24,476,528.91**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$2,481,126.30
9580	Sales Tax Liability	$553.97
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$148,254.42
Total LIABILITIES		$2,629,934.69
Total Liability		**$2,629,934.69**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$17,377,027.24
Total FUND BALANCE		$20,176,360.14
Total Fund Balance		**$20,176,360.14**
Current Year Profit (Loss)		**$1,670,234.03**
Total Liabilities and Fund Balance		**$24,476,528.86**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

	Period 5 Ending in 11/30/2024				Period 5 Ending in 11/30/2023			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	$2,474.87	0.09%	$18,888.45	0.14%	$44,822.40	1.60%	$205,475.19	1.40%
A La Carte Sales								
8636	$26.46	0.00%	$216.09	0.00%	$79.40	0.00%	$383.45	0.00%
Adult Rev. - Breakfast								
8637	$349.80	0.01%	$2,347.05	0.02%	$902.24	0.03%	$3,423.37	0.02%
Adult Rev. - Lunch								
Local Revenue	**$2,851.13**	**0.11%**	**$21,451.59**	**0.16%**	**$45,804.04**	**1.64%**	**$209,282.01**	**1.42%**
Federal Reimbursements								
8200	$338,029.57	12.64%	$1,586,668.68	11.99%	$338,934.45	12.13%	$1,469,937.05	10.00%
Federal Meal Revenue-Breakfast								
8220	$1,338,653.17	50.05%	$6,663,218.34	50.33%	$1,368,781.80	48.97%	$6,156,935.90	41.89%
Federal Meal Revenue-Lunch								
8290	$45,790.03	1.71%	$234,280.20	1.77%	$20,374.38	0.73%	$1,449,006.85	9.86%
Misc Federal Revenue-Snack								
Federal Reimbursements	**$1,722,472.77**	**64.41%**	**$8,484,167.22**	**64.09%**	**$1,728,090.63**	**61.82%**	**$9,075,879.80**	**61.75%**
State Reimbursements								
8500	$231,910.36	8.67%	$1,088,605.76	8.22%	$236,512.23	8.46%	$1,025,730.30	6.98%
State Meal Revenue-Breakfast								
8520	$714,232.70	26.71%	$3,555,105.28	26.85%	$743,574.65	26.60%	$4,329,713.61	29.46%
State Meal Revenue-Lunch								
State Reimbursements	**$946,143.06**	**35.38%**	**$4,643,711.04**	**35.08%**	**$980,086.88**	**35.06%**	**$5,355,443.91**	**36.44%**
Other Revenue								
8638	($0.75)	0.00%	$15.00	0.00%	($3.80)	0.00%	($393.31)	0.00%
Cash Over & Short								
8699	$2,922.11	0.11%	$89,394.98	0.68%	$41,214.97	1.47%	$58,387.02	0.40%
Spec Activity/Cater								
Other Revenue	**$2,921.36**	**0.11%**	**$89,409.98**	**0.68%**	**$41,211.17**	**1.47%**	**$57,993.71**	**0.39%**
Total Revenue	**$2,674,388.32**	**100.00%**	**$13,238,739.83**	**100.00%**	**$2,795,192.72**	**100.00%**	**$14,698,599.43**	**100.00%**
Expense								
Food Purchases & Govnmt								
4700	$897,904.39	33.57%	$4,352,570.98	32.88%	$855,196.06	30.60%	$3,849,047.54	26.19%
Food Purchases								
4701	$19,555.78	0.73%	$99,421.75	0.75%	$26,469.94	0.95%	$119,705.49	0.81%
Food Purchases - SFBP								
Food Purchases & Govnmt	**$917,460.17**	**34.31%**	**$4,451,992.73**	**33.63%**	**$881,666.00**	**31.54%**	**$3,968,753.03**	**27.00%**
Supplies								
4300	$18,331.08	0.69%	$124,487.75	0.94%	$26,997.76	0.97%	$163,392.00	1.11%
Materials & Supplies								
4400	($0.02)	0.00%	$68,794.78	0.52%	$3,564.98	0.13%	$61,893.36	0.42%
Noncapitalized Equipment-Over $500								
4790	$78,213.95	2.92%	$321,016.12	2.42%	$96,773.37	3.46%	$439,252.82	2.99%
Supplies (Food)								
Supplies	**$96,545.01**	**3.61%**	**$514,298.65**	**3.88%**	**$127,336.11**	**4.56%**	**$664,538.18**	**4.52%**
Salaries								
2200	$917,568.36	34.31%	$3,305,806.71	24.97%	$822,842.16	29.44%	$3,170,817.94	21.57%
Classified Salaries								
2300	$42,496.04	1.59%	$209,962.68	1.59%	$40,221.17	1.44%	$200,783.85	1.37%
Class.Sup/Admin Salaries								

Statement of Revenue and Expense

Anaheim Union High School District

	Period 5 Ending in 11/30/2024				Period 5 Ending in 11/30/2023			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2400	$61,689.31	2.31%	$240,732.59	1.82%	$45,684.70	1.63%	$201,769.71	1.37%
Clerical/Office Salaries								
Salaries	**$1,021,753.71**	**38.21%**	**$3,756,501.98**	**28.38%**	**$908,748.03**	**32.51%**	**$3,573,371.50**	**24.31%**
Benefits								
3202	$214,241.18	8.01%	$817,143.65	6.17%	$192,625.78	6.89%	$765,938.43	5.21%
PERS, Classified Position								
3302	$76,487.87	2.86%	$283,740.60	2.14%	$67,654.72	2.42%	$268,301.54	1.83%
OASD/MED/Classified Position								
3402	$209,296.34	7.83%	$1,064,663.84	8.04%	$198,685.69	7.11%	$981,471.61	6.68%
Hlth/Welfare, Classified								
3502	$510.77	0.02%	$1,897.61	0.01%	$455.80	0.02%	$1,766.98	0.01%
SUI, Classified Position								
3602	$23,401.66	0.88%	$87,011.68	0.66%	$22,556.12	0.81%	$88,238.60	0.60%
Workers Comp, Classified								
Benefits	**$523,937.82**	**19.59%**	**$2,254,457.38**	**17.03%**	**$481,978.11**	**17.24%**	**$2,105,717.16**	**14.33%**
Other Expenses								
5200	$976.69	0.04%	$10,554.85	0.08%	$3,483.05	0.12%	$13,056.21	0.09%
Travel & Conference								
5500	$12,554.99	0.47%	$37,664.97	0.28%	$54,296.19	1.94%	$89,321.22	0.61%
Operation & Housekeeping								
5600	$6,827.88	0.26%	$214,075.00	1.62%	$5,958.80	0.21%	$28,699.71	0.20%
Rental/Lease/Repair								
5800	$5.01	0.00%	$32,756.74	0.25%	$106.67	0.00%	$32,134.07	0.22%
Prof. Consult Service/Other Operating Exp								
5900	$62.36	0.00%	$185.91	0.00%	$38.14	0.00%	$121.84	0.00%
Fax, Pager, Postage								
6200	$0.00	0.00%	$9,800.00	0.07%	$0.00	0.00%	$0.00	0.00%
Bldg & Imp of Bldg								
Other Expenses	**$20,426.93**	**0.76%**	**$305,037.47**	**2.30%**	**$63,882.85**	**2.29%**	**$163,333.05**	**1.11%**
Capital Outlay								
6500	$0.00	0.00%	$286,217.59	2.16%	$283,078.75	10.13%	$494,576.30	3.36%
Equipment- Over $5000								
Capital Outlay	**$0.00**	**0.00%**	**$286,217.59**	**2.16%**	**$283,078.75**	**10.13%**	**$494,576.30**	**3.36%**
Total Expense	**$2,580,123.64**	**96.48%**	**$11,568,505.80**	**87.38%**	**$2,746,689.85**	**98.26%**	**$10,970,289.22**	**74.63%**
Net Profit (Loss)	**$94,264.68**	**3.52%**	**$1,670,234.03**	**12.62%**	**$48,502.87**	**1.74%**	**$3,728,310.21**	**25.37%**

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2024-2025
MONTH 6
01/06/25 to 01/30/25

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm	Sp Ed	TOTAL STUDENTS
Anaheim	608	666	585	567	2,426	-	200	2,626
Cypress	674	603	633	644	2,554	-	95	2,649
Katella	503	559	526	525	2,113	2	137	2,252
Kennedy	468	441	488	479	1,876	-	57	1,933
Loara	365	348	347	330	1,390	-	116	1,506
Magnolia	400	403	319	332	1,454	2	120	1,576
Oxford	214	210	188	201	813	1	-	814
Savanna	357	333	331	343	1,364	-	85	1,449
Western	278	390	373	317	1,358	-	98	1,456
Total Comprehensive	**3,867**	**3,953**	**3,790**	**3,738**	**15,348**	**5**	**908**	**16,261**
Anaheim Independent Learning Center	-	8	47	101	156	-	-	156
Cambridge Virtual Academy	36	55	58	36	185	-	-	185
Cypress Satellite Independent Study	4	16	18	27	65	-	-	65
Gilbert High School	-	-	116	227	343	1	114	458
Katella Satellite Independent Study	3	6	13	18	40	-	-	40
Kennedy Satellite Independent Study	-	5	11	21	37	-	-	37
Magnolia Independent Learning Center	-	9	37	56	102	-	-	102
Nonpublic School	-	-	-	-	-	-	31	31
Polaris High School	19	20	30	39	108	-	-	108
Savanna Independent Learning Center	-	6	45	54	105	-	-	105
Special Education Transition Program					-	-	166	166
Western Independent Learning Center	-	5	36	66	107	-	-	107
Total Alternative Ed	**62**	**130**	**411**	**645**	**1,248**	**1**	**311**	**1,560**
Hope	-	-	-	-	-	14	219	233
Total Senior High Schools	**3,929**	**4,083**	**4,201**	**4,383**	**16,596**	**20**	**1,438**	**18,054**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm		Sp Ed		TOTAL STUDENTS
Ball	333	378	711	-		43		754
Brookhurst	317	327	644	-		65		709
Dale	452	505	957	-		49		1,006
Lexington	588	561	1,149	-		34		1,183
Orangeview	267	298	565	1		45		611
Oxford	262	233	495	1		-		496
South	532	569	1,101	1		54		1,156
Sycamore	493	583	1,076	1		70		1,147
Walker	423	424	847	-		45		892
Total Comprehensive	**3,667**	**3,878**	**7,545**	**4**	**-**	**405**		**7,954**
Cambridge Virtual Academy	26	40	66	-		-		66
Nonpublic School	-	-	-	-		6		6
Polaris High School	-	15	15	-		2		17
Total Alternative Ed	**26**	**55**	**81**	**-**		**8**		**89**
Total Junior High Schools	**3,693**	**3,933**	**7,626**	**4**		**413**		**8,043**

DISTRICT TOTAL	**26,097**

EXHIBIT NN

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2024-2025

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON

Month 6

HIGH SCHOOL	Month 5	Month 6	Growth v. (Decline)
Anaheim	2,650	2,626	(24)
Cypress	2,653	2,649	(4)
Katella	2,260	2,252	(8)
Kennedy	1,940	1,933	(7)
Loara	1,500	1,506	6
Magnolia	1,568	1,576	8
Oxford	815	814	(1)
Savanna	1,438	1,449	11
Western	1,445	1,456	11
Total Senior High	**16,269**	**16,261**	**(8)**

JUNIOR HIGH SCHOOL	Month 5	Month 6	Growth v. (Decline)
Ball	745	754	9
Brookhurst	715	709	(6)
Dale	1,002	1,006	4
Lexington	1,182	1,183	1
Orangeview	615	611	(4)
Oxford	498	496	(2)
South	1,156	1,156	-
Sycamore	1,144	1,147	3
Walker	895	892	(3)
Total Junior High	**7,952**	**7,954**	**2**

Total Comprehensive Schools	**24,221**	**24,215**	**(6)**

Alternative Education	Month 5	Month 6	Growth v. (Decline)
Anaheim Independent Learning Center	138	156	18
Cambridge Virtural Academy	228	251	23
Cypress Satellite Independent Study	67	65	(2)
Gilbert High School	504	458	(46)
Hope School	235	233	(2)
Katella Satellite Independent Study	40	40	-
Kennedy Sattelite Independent Study	41	37	(4)
Magnolia Independent Learning Center	98	102	4
Nonpublic School	38	37	(1)
Polaris High School	126	125	(1)
Savanna Independent Learning Center	103	105	2
Special Education Transition Program	178	166	(12)
Western Independent Learning Center	105	107	2
Total Alternative Ed.	**1,901**	**1,882**	**(19)**

District Total	**26,122**	**26,097**	**(25)**

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2024-2025

GROWTH vs. DECLINE - YEAR to YEAR COMPARISON
Month 6

HIGH SCHOOL	2023/24	2024/25	Growth v. (Decline)
Anaheim	2,677	2,626	(51)
Cypress	2,626	2,649	23
Katella	2,454	2,252	(202)
Kennedy	2,013	1,933	(80)
Loara	1,514	1,506	(8)
Magnolia	1,628	1,576	(52)
Oxford	823	814	(9)
Savanna	1,562	1,449	(113)
Western	1,605	1,456	(149)
Total Senior High	**16,902**	**16,261**	**(641)**

JUNIOR HIGH SCHOOL	2023/24	2024/25	Growth v. (Decline)
Ball	835	754	(81)
Brookhurst	773	709	(64)
Dale	1,039	1,006	(33)
Lexington	1,279	1,183	(96)
Orangeview	647	611	(36)
Oxford	458	496	38
South	1,208	1,156	(52)
Sycamore	1,244	1,147	(97)
Walker	847	892	45
Total Junior High	**8,330**	**7,954**	**(376)**

Total Comprehensive Schools	**25,232**	**24,215**	**(1,017)**

Alternative Education	2023/24	2024/25	Growth v. (Decline)
Anaheim Independent Learning Center	146	156	10
Cambridge Virtural Academy	140	251	111
Cypress Satellite Indpendent Study	101	65	(36)
Gilbert High School	587	458	(129)
Hope School	230	233	3
Katella Satellite Independent Study	82	40	(42)
Kennedy Satellite Independent Study	86	37	(49)
Magnolia Independent Learning Center	-	102	102
Nonpublic School	50	37	(13)
Polaris High School	145	125	(20)
Savanna Independent Learning Center	-	105	105
Special Education Transition Program	118	166	48
Western Independent Learning Center	139	107	(32)
Total Alternative Ed.	**1,824**	**1,882**	**58**

District Total	**27,056**	**26,097**	**(959)**

MEMORANDUM OF UNDERSTANDING
by and between
CSU Fullerton Auxiliary Services Corporation ("ASC"),
Anaheim Union High School District ("AUHSD")
And
TGR Foundation ("TGRF")

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into between the **CSU Fullerton Auxiliary Services Corporation** (hereinafter referred to as "ASC") a non-profit corporation which is a recognized auxiliary organization serving California State University, Fullerton (CSUF), operating pursuant to California Education Code § 89900, et seq. and California Code of Regulations Title 5, § 42400, et seq, California State University Fullerton (hereinafter referred to as "CSUF") performing organization, **Anaheim Union High School District** (hereinafter referred to as "AUHSD"), and **TGR Foundation** (hereinafter referred to as "TGRF**"**). ASC, AUHSD, and TGRF may be referred to individually as a "Party," and collectively as "Parties."

The project contemplated under this MOU is of mutual interest and benefit to ASC, AUHSD, and TGRF, to execute the objectives of the GEAR UP initiative, as outlined in the application submitted to the U.S. Department of Education. Parties hereby acknowledge and agree to the following terms and conditions.

1. **Scope of Work**
ASC, AUHSD and TGRF agree to perform their responsibilities as described in Exhibit A substantially in accordance with the terms and conditions of this MOU.

Nothing in the MOU shall be construed to limit the freedom of each Party and its researchers, employees, or students, whether participants in this MOU or not, from engaging in similar research inquiries or other projects made independently under other grants, contracts or agreements with other parties.

2. **Points of Contact (POC)**
The principal contacts for this MOU are provided below.

FOR ASC:
Technical/Programmatic POC:
Adriana Badillo
Director Center for Educational Partnerships
Division of Student Affairs
California State University, Fullerton
800 N. State College Boulevard
Fullerton, CA 92834-9480
Telephone: (657) 278-8280
E-mail: abadillo@fullerton.edu

Administrative POC:
Olga Riveron
Associate Director, Sponsored Programs
CSU Fullerton Auxiliary Services Corporation
1121 State College Boulevard
Fullerton, CA 92831-3014
Telephone: 657-278-4113
E-mail: osp@fullerton.edu

FOR AUHSD:
Technical/Programmatic POC:
Dr. Jaron Fried
Assistant Superintendent
Educational Services Division
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801
714-999-3557
E-mail: fried_ja@auhsd.us

Administrative POC:
Dr. Jaron Fried
Assistant Superintendent
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801
Telephone: 714-999-3557
E-mail: fried_ja@auhsd.us

FOR TGRF
Technical/Programmatic POC:
Cristina Fernandez
Vice President, Programs
TGR Foundation
One Tiger Woods Way
Anaheim, CA 92801
Telephone: 714-765-8040
E-mail: cfernandez@tgrfoundation.org

Administrative POC:
John Lee
Senior Vice President Programs and Education
TGR Foundation
One Tiger Woods Way
Anaheim, CA 92801
Telephone: 714-765-8040
E-mail: jlee@tgrfoundation.org

3. **Term and Termination**
This MOU is effective 02/01/2025 through 08/31/2032**.** Either Party may terminate this MOU upon thirty (30) days advance written notice to the other Party.

4. **Transfer of Funds**
There are no transfer of funds expected from either Party in connection with this MOU.

5. **Indemnification**

ASC agrees to defend, indemnify and hold harmless COLLABORATOR, its officers, employees, students, and agents from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury of damages arising out of the performance of the performance of the work described herein, 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 negligent or intentional acts or omissions of the ASC, its officers, employees, students or agents.

COLLABORATOR agrees to defend, indemnify and hold harmless CSU Fullerton Auxiliary Services Corporation, California State University, Fullerton (CSUF), the Trustees of the California State University, the State of California, their officers, employees, students, and agents from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury of damages arising out of the performance of the work described herein, 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 negligent or intentional acts or omissions of the COLLABORATOR, its officers, employees, students or agents.

6. **Severability.**
Should any part, term, or provision of this MOU, be declared or determined by any court or other tribunal or appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term, or provision shall be deemed stricken and severed from this MOU. Any and all of the other terms of this MOU shall remain in full force and effect.

7. **Entire Agreement**

This MOU, including any referenced attachments, appendices and references, constitutes the entire Memorandum of Understanding and supersedes any other written or oral representations, statements negotiations, or agreements.

IN WITNESS THEREOF, the parties have executed this MOU on the dates set forth below.

FOR: AUHSD
Anaheim Union High School District

1/29/25

Name: Dr. Jaron Fried Date
Title: Assistant Superintendent, Ed. Division

FOR: TGRF
TGR Foundation

Name: John Lee Date
Title: Senior Vice President

FOR: ASC
CSU Fullerton Auxiliary Services Corporation

Name: Charles D. Kissel Date
Title: Executive Director

EXHIBIT A
SCOPE OF WORK/PARTNERSHIP AGREEMENT

The California State University, Fullerton (CSUF) GEAR UP Partnership Project will serve target students beginning in the 7th grade (Single Grade Cohort Model) at target junior high schools who will transition to target high schools within a feeder pattern in the City of Anaheim. The GEAR UP project will partner with Anaheim Union High School District (AUHSD), TGR Foundation (TGRF), and other community organizations. This partnership will be a coordinated effort to prepare junior high school students from low-income and low-educational-attainment communities for matriculation into high school and eventual college enrollment, resulting in undergraduate degree attainment.

The Parties and community organizations are committed to the success of the proposed GEAR UP project. Through long-standing partnerships through the CSUF, the GEAR UP project has secured commitments from partners, including those outlined here. This Partnership Agreement lists the activities each Party commits to implementing as detailed in the proposed GEAR UP project.

California State University, Fullerton (CSUF)

- Serve as the administrative and financial point of contract with the U.S. Department of Education, through ASC.
- CSUF will provide facilities, equipment, supplies, and personnel to ensure the project meets the needs of the participants and its objectives.
- Facilities will include a file/storage room and offices/workspaces for the following personnel: Project Director, Academic Coordinator, Family Engagement Coordinator, College and Career Learning Experience Coordinator, Digital Media and Branding Coordinator, GEAR UP Support Staff; a copy room for high-capacity printing; access to a conference room; and use of a staff kitchen.
- CSUF will provide classrooms, lecture halls, and computer labs (with various software available for participants) for academies, meetings, professional development activities, and college campus experiences.
- CSUF Information Technology (IT) will offer instructional equipment and training for creating custom multimedia elements, including podcasts, online lessons, and photo editing for GEAR UP workshops and program activities. CSUF IT will also offer technical support, computer software, email accounts, and website hosting. Telephones and fax machines will be made available to the program.

Anaheim Union High School District (AUHSD)

- To support the successful implementation of grant activities, AUHSD will provide staff time of district personnel: Superintendent & Asst. Superintendent, Curriculum Specialists, Director of Research for Data, site administrators, counselors, teachers, and coordinators.
- AUHSD will provide facilities, equipment, supplies, and personnel to ensure the project meets the needs of the participants and its objectives.

- Facilities will include space for workshops and tutoring and offices/workspaces for the following personnel: Academic Coordinators, Family Engagement Coordinator, and GEAR UP Support Staff; access to a conference room; and use of a staff kitchen(s) or breakroom(s).
- AUHSD will provide classrooms, lecture halls, computer labs (with a variety of software available for participants) for academies, meetings, professional development activities, and other convenings.
- AUHSD Information Technology (IT) will offer access and use of technology needed to implement grant activities including instructional equipment and training for the creation of custom multimedia elements including podcasts, and online curriculum development and delivery for GEAR UP workshops and program activities. IT will also offer technical support, computer software, email accounts, and website hosting. Telephones and fax machines will be made available to the program.

TGR Foundation (TGRF)

- The TGR Foundation will grant GEAR UP the ability to utilize facility space for meetings, trainings, and special events, as available.
- The TGR Foundation will provide support and collaboration in implementing various grant activities related to college exploration, career preparation, financial literacy, financial aid for higher education, and professional development throughout the partnership.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of February 2025, 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 14, 2025 through March 30, 2025.

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 ($2,800) 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: fried_ja@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: 2/14/25

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Fly Poet

Date: 01/6/2025

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 will perform at the 5th 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.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 13th day of February 2025, between the Anaheim Union High School District ("District") and Real Inspiration, 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 March 11, 2025, through March 11, 2025.

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 four thousand six hundred eighty Dollars ($4,680) 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. Seema Sidhu)
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3511
Email: sidhu_s@auhsd.us

Contractor
Real Inspiration, Inc.
Keith Hawkins, CEO
811 Tyler Drive
Auburn, CA 95603
Phone: 530-885-5533
Email: keith@keithhawkins.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: 2/14/25

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Div.

Real Inspiration, Inc.

Date: 1/15/2025

By: _____

Print Name: Keith Hawkins

Title: Speaker/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:

Keith Hawkins with Real Inspiration, Inc. will present will present at an assembly.

Assembly Description:
This powerful message is perfect for middle school students who often struggle with fitting in and having the confidence to stand up for themselves and for what they believe in. Like all of Keith's messages they are customized for your particular school goals. Keith's goal is to empower students to not be normal, to not go with the status quo, but to believe in themselves and what they can do to make changes in their lives as well as others.

Keith Hawkins Bio:
Keith Hawkins has endured some of life's most difficult hardships throughout his teenage years. Being raised mostly by a single mom, and surrounded by violence, most days Keith felt hopeless. Being in high school leadership taught him that life's challenges are an opportunity to step up and make a difference. Even through struggle, you can do and become whatever you want in our great nation as long as you're willing to step up to the challenges along the way.

Keith Hawkins is an international speaker that addresses over 400,000 educators, business owners, parents and students each year. Keith Hawkins is the creator of the program, "Day of Understanding" that focuses on bringing people together through understanding and inclusion.

Keith has dedicated his life and work to improving the human race by helping them strive for positive personal growth.

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, Keith Hawkins (Name of Individual), am the Owner (Title) of Real Inspiration, Inc. (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 _____Auburn_____, California on _1/15/2025_____.
Date



Signature

Keith Hawkins
Typed or Printed Name

Speaker/Owner
Title

Real Inspiration, Inc.
Name of Contractor

811 Tyler Drive, Auburn, CA 95603
Address

530-885-5533
Telephone Number

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between CharacterStrong and Anaheim Union High School District

Venue Name:	La Palma Room		
Venue Address:	501 Crescent Way	Anaheim	CA
Venue Capacity:	150		
Event Date:	02 / 12 / 2025	**Entry Time:** 07:00	**Exit Time:** 04:00
Event Type:	CharacterStrong Regional Brain & Behavior Training		

Contact Information

Main Point of Contact Name: Paul Chylinski **Position:** Teacher

Cell Phone Number: 714-999-3677 **Work Phone Number:** 714-999-3557

Email: cylinski_p@auhsd.us

Onsite Point of Contact Name: Maribel Melena **Position:** Other

Email: melena_ma@auhsd.us

Cell Phone Number: 714-612-9797 **Work Phone Number:** 714-999-3557

Additional Information

A/V Equipment Available: ☑ Microphone ☑ Projector ☑ Speakers ☑ HDMI Cords

WiFi Information: AUHSD_Guest Access **Do you accept shipments:** Yes

Do you work with a required caterer? No **Linens Available:** Yes

Parking Information:

On-site parking is available.

Document Ref: J2NJQ-ZQEQ3-Q9J7S-ARIJQ

Purpose

This agreement outlines the terms and conditions for the partnership between CharacterStrong and Anaheim Union High School District for hosting a professional development training session.

Terms of the Agreement

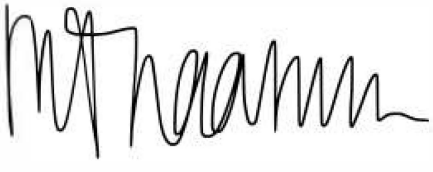
1. **CharacterStrong Will Provide:**
    - Regional Brain & Behavior Training on February 12, 2025.
    - 15 complimentary registrations.
    - Lunch for all attendees.
    - All necessary training materials and resources.
2. **Anaheim Union High School District Will Provide:**
    - Venue for the training at no cost (Venue fee waived).
    - Use of necessary equipment (e.g., tables, projector, sound system, etc.).
    - Setup and cleanup services at no additional charge.
    - Any on-site support staff (e.g., A/V technician, custodial, security etc.) as required for the event at no additional charge.
3. **Acknowledgment of Costs:**
    - The total venue fee is recognized as waived, in exchange for the 15 registrations.
    - Anaheim Union High School District agrees not to charge for any additional venue-related expenses, including:
        - Setup and teardown of venue space.
        - Custodial or maintenance services during or after the event.
        - On-site technical or A/V support, if needed.
        - Any necessary permits or security services.
4. **Additional Terms:**
    - Any additional registrations beyond the 15 will be billed at the standard rate.
    - In case of cancellation by either party, notification must be given at least 60 days in advance.

Duration of Agreement

This MOU is effective upon signature by both parties and remains in effect until 12/31/2025 or completion of the event.



School/District Authorized Agent Signature
Dr. Jaron Fried
Assistant Superintendent, Ed. Division



CharacterStrong Authorized Agent Signature
Melissa Thaanum
Events Manager

ORANGE COUNTY UNITED WAY
FACE 2024 | Grant Agreement
Grant Year 2025
GA ID#: GA 2025-006

GRANTEE ORGANIZATION NAME: Anaheim Union High School District

GRANTEE ADDRESS: 501 N. Crescent Way, Anaheim, CA 92801

PROGRAM DIRECTOR: Scott Reindl, 21st Century Career Readiness

CONTACT INFORMATION: (714) 999-7709, reindl_s@auhsd.us

START DATE: January 1, 2025 **END DATE:** June 30, 2025

This document is to serve as a grant agreement between Anaheim Union High School District (Grantee) and Orange County United Way (Grantor).

GRANT TITLE AND PURPOSE: Anaheim's Innovative Mentoring Experience (AIME)

Unless otherwise stated in this Agreement, the Grant Funds will be used specifically as described in Grantee's application/scope of work/program outline and proposed budget (together, the "Application"), which can be located in the Grants e-Management System ("e-CImpact") and in this grant agreement (Attachment A). To the extent that the terms of this Agreement conflict with the terms of the Application, the terms of this Agreement will prevail.

GRANT AMOUNT ("Grant Funds"): $15,000

PAYMENT TERMS: Grant Funds will be payable in two (2) installments of **$7,500** each. The first payment will be made to Grantee within 30 days after the execution of this Agreement, the final payments will be made to Grantee within 30 days after Grantor's receipt and approval of timely reports as required below.

Payments will be mailed to 501 N. Crescent Way, Anaheim, CA 92801.

Grantor may require Grantee to deplete the current installment of Grant Funds prior to receiving payment of the next installment of Grant Funds. In addition, Grantor may withhold the next installment of Grant Funds if the report does not contain all the required information or Grantee has not demonstrated sufficient progress on Program objectives, as determined by Grantor in its sole discretion. Within 45 days after the expiration or early termination of this Agreement, Grantee will remit to Grantor all unspent funds.

Notwithstanding any provisions in the Application, Grant Funds may not be used for indirect costs in excess of 10% of the direct costs for the Project.

Restrictions on Use of Grant Funds: (A) Except as specifically provided in the Agreement, Grantee will use the Grant Funds exclusively as provided in the budget in e-CImpact. **(B)** The

Grant Funds awarded hereunder may not be obligated or expended prior to the Effective Date or subsequent to the Termination Date of this Agreement. **(C)** Any travel costs covered by Grant Funds must be reasonable and customary, covering only the following as applicable: coach air and train travel, ground travel to the Program, moderate hotel (room and taxes only), and meals (alcoholic beverages excluded).

Collaborating Organizations: Grantee is responsible for ensuring that all Collaborating Organizations comply with the terms of this Agreement, including but not limited to the restrictions on the use of Grant Funds.

REPORTING REQUIREMENTS:
Mid-cycle and Final Report, to include progress updates, demographic and financial reporting, and stories of impact, are due on April 15, 2025, and July 15, 2025.

The above reports will not be treated as confidential and may be reviewed and evaluated by third parties. Grantor will not be responsible for any damages resulting from the disclosure of the reports to third parties. Further, Grantor may share grant information, including the reports, with donors or with members of the general public.

Grantee agrees to include at least one (1) "story of impact" – a testimonial, a success story, or an impact story related to the funded program, every quarter or every six-month reporting period. If a story is unavailable to be shared, Grantee agrees to provide an explanation in the report form in e-CImpact.

GRANTOR'S/CONTRACTOR'S ACCESS TO DATA: Upon Grantor's reasonable request, Grantee shall provide Grantor with reasonable reports and documentation maintained by or under the control of Grantee in order to ensure program integrity. Grantee/Subcontractor shall make available to Grantor data and records necessary to comply with all audit and monitoring requirements of the program/project funded herein.
TERMS OF DATA MANAGEMENT & REPORTING: For the purposes of Data Management and Reporting, both parties agree to the following requirements.

a. **Online Portal:**
    i. Grantor to design, develop, and maintain online portal, and
    ii. Grantee use Grantor's designated database system for client process management. Online portal can include e-CImpact, Apricot, Salesforce, and/or other specified system's data.
b. **Data Analytics, Reports & Data Retention Policy:**
    i. Grantee agrees to maintain the files and records of clients/participants served and its corresponding expenditures provided by the Grantor to be kept in a secure archive for a period of seven (7) years from the earlier of the termination or expiration of this Agreement, and upon Grantor's written request, Grantee shall provide copies of such records and files during such 7-year period.
    ii. For additional information on Grantor's **DATA PRIVACY, SECURITY AND COMPLIANCE POLICIES**, go to https://www.unitedwayoc.org/privacy-policy-terms-conditions/

ACKNOWLEDGEMENTS: Grantee will acknowledge and will cause any sub-grantees and contractors involved in the Program/Project ("Collaborating Organizations") to acknowledge Grantor's funding in a conspicuous location on all printed and electronic materials created in

connection with the Program/Project ("Materials"); in all training sessions, workshops and presentations conducted in connection with the Program/Project; on Grantee's website; and in Grantee's annual report and other donor listings during the funded term.

Acknowledgments; Grantor Intellectual Property; Permission to Use Grantee Name and Logo.

(A) Grantee is authorized to and will acknowledge Grantor's funding of the Project in the Materials as set forth in "Acknowledgments" section of this Agreement. The specific language to be used in such acknowledgments, including how Grantor's name and logo will be used, will be agreed to in advance between the parties.

(B) Grantor is and will remain the sole and exclusive owner of all rights, title and interest in and to any and all materials that Grantor or its employees, agents or contractors permit Grantee to use in connection with the Project, including but not limited to all works of authorship, copyrights, trade names, trademarks, service marks, domain names and other indicia of source (whether registered or not), data and data bases, lists, educational materials and other information and all translations, adaptations, editions, excerpts or derivative works thereof (collectively, "Grantor Intellectual Property"). Grantor Intellectual Property must not be amended or modified in any manner without Grantor's prior written consent. Grantee will include the appropriate attributions for any Grantor Intellectual Property used in connection with the Project, which must be approved by Grantor in advance of publication.

(C) For the sole purpose of releasing information regarding this Grant and the Project to the general public and news media, Grantor is authorized to use the Grantee's name and logo in a fair and accurate manner (and Grantee will cause any and all Collaborating Organizations to grant Grantor authorization to use their respective names and logos for the same purposes). Nothing in this Agreement grants any further rights to the Grantee name and logo.

BENEFITS: Grantee will provide the following to Grantor copies of all Materials, at no charge, including without limitation all surveys and tools, methodologies, studies, evaluations, presentations, training and educational materials, photographs, reports, press releases, articles and other publications created in connection with the Project; unlimited access to any raw digital data collected during the Project ("Data"); a summary report of any evaluations received in connection with the Project; any and all surveys or other items submitted by Grantor to Grantee for completion regarding this Project; the opportunity for an Grantor representative to make site visits.

Program Site Visits: Grantee agrees to schedule and provide program site visits/tours for Grantor staff, leadership and/or community stakeholders throughout the grant term, during mutually agreed upon times.

Engagement Opportunities: Grantee agrees to work collaboratively with Grantor around engagement opportunities that will highlight its partnership under FACE 2024, which may include but are not limited to the Grantee Speakers Bureau, Campaign(s), and/or Corporate/Community Volunteer Opportunities. Grantee will receive advance notice and guidance from Grantor regarding participation and promotion of these activities.

Marketing and Promotions: Grantee agrees to promote the partnership through media, print and social media outlets, which may include but are not limited to, the placement of Grantor logo on grantee's website, education and marketing materials. Grantee may not alter Grantor materials without prior consent from Grantor. United Way will promote our partners via traditional and social media as news and events develop. We will also include stories and outcomes in our community report, in videos and on our website. United Way will also include opportunities for

volunteer engagement with our corporate partners and affinity groups when the activities highlight our shared goals in education, income, health and housing.

Grantee grants (and shall cause any Collaborating Organizations to grant) to Grantor and its affiliates a limited, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable license to use the Materials, or any part thereof and Data (if any provided) for their own non-commercial purposes.

CHANGES, AMENDMENTS AND NOTIFICATIONS: Grantee will notify Grantor through e-CImpact or other appropriate methods of communication (i.e., email or mailed letter), at least 30 days in advance and must receive prior written approval for any proposed changes to the personnel, design, budget, collaborating organizations, if any, content or specific aims of the Project. Requests for said changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After a review of the request, a written decision shall be provided to Grantee. Amendments to the agreement shall be authorized via the execution of an amended agreement.

Notwithstanding the above, Grantee may modify the budget without prior approval of Grantor so long as the modification does not (i) change any budget expense subcategory by more than 5%; (ii) increase the amount of any cost above the maximum allowable for a subcategory item (such as indirect or equipment costs); or (iii) result in an expenditure outside of the Grant purpose.

In addition, all parties shall notify each other as soon as reasonably possible of (a) any potential or threatened litigation, claim, assessment or audit related to the Project; (b) any challenge that may prevent Grantee from fulfilling the objectives described in the Application, including any issues with Collaborating Organizations; (c) any actual inability to fulfill the terms of this Agreement due to an act of Force Majeure; or (d) the occurrence of any event listed in the Termination of Funding section.

Force Majeure is defined as a delay which impedes the timely performance of Work which neither party are liable because of such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include but are not limited to:

i. Acts of God or public enemy;
ii. Acts or omissions of any government entity,
iii. Fire or other casualty for which a party is not responsible;
iv. Quarantine or epidemic;
v. Strike or defensive lockout; and,
vi. Unusually severe weather conditions.

FINANCIAL REVIEW AND AUDIT: Grantee's Financial Statements will be reviewed by Grantor's Financial Review Committee (FRC).

Grantee agrees to submit required financial statements/documents (listed below) to Grantor **no later than SIX (6) months after** grantee's fiscal year end, unless grantee has requested and been approved for a one-time 30 day extension. All financial statements must be prepared on an accrual basis according to the Generally Accepted Accounting Principles (GAAP) of the American Institute of Certified Public Accountants (AICPA) for non-profit agencies. Financial statement requirements are based on grantee total revenue as follows:

AGENCY Revenue of $300,000 and above must submit:

- Board approved independent Financial Audit
- Corresponding management letter – AU-C 265 (regardless of whether or not any material weaknesses are found)

AGENCY Revenue of $100,000 up to $299,000 must submit:

- Board approved independent Financial Review may be submitted in lieu of an independent Financial Audit
- Corresponding management letter – AU-C 265 (regardless of whether or not any material weaknesses are found)

AGENCY Revenue Less than $100,000 must submit:

- A Financial Compilation with full disclosures may be submitted in lieu of an independent Financial Audit or a Financial Review

Grantee's failure to provide required statements can lead to termination of the funding partnership.

GRANT COMPLIANCE – GRANT FUNDING POLICIES: Failure to maintain grant compliance may result in grantee's placement in Grantor's Monitoring and Support program and may result in the withholding of grant allocations and/or cancellation of grantee's grant at the discretion of Grantor's Community Impact Cabinet (CIC) and/or Board of Directors (BOD). It is the responsibility of the grantee to become familiar with and maintain grant compliance throughout the grant term as set forth in this active grant agreement. Grantee agrees to notify Grantor in writing, within 30 days, of any failure to meet or maintain compliance with grant requirements.

Grantor maintains the right to revise and update policies at will. Grantor will advise grantee of any significant policy changes in writing.

MONITORING AND SUPPORT (M&S): Grantor will monitor grantee to ensure all expectations are being met, as outlined in this grant agreement. If or when an issue is identified, Grantor will work closely with grantee through Grantor's Monitoring and Support program to establish an action plan, addressing the issue identified.

Grantee can be placed on M & S for the following issues, which may include, but are not limited to:

1. Concerns about program quality and/or effectiveness as identified by Grantor.
2. Financial concerns that cause grantee to receive a score of 30 or less on annual Financial Reviews or Audits.
3. Significant changes to a program that effect the scope of work, program design, and/or quality of services to be provided.

4. Failure to adhere to established reporting deadlines.
5. Submitting incomplete and/or inadequate progress reports.
6. Failure to meet Grantor Certification Criteria on an annual basis.
7. Breach of local, State and/or Federal laws.

Grantor continues to refine its evaluative processes to assist grantee and the community to successfully measure Grantor's impact. Where appropriate, grantee agrees to participate in the ongoing development of these evaluative processes. Specific areas may include, but are not limited to, the development of shared and individual outcomes for programmatic performance, standards for service delivery and assessment tools.

MERGERS AND ACQUISITIONS: Grantor will support grantee in mergers and/or acquisitions that demonstrate relevance to Grantor's funding priorities at the time of merger and/or acquisition. We ask that grantee notify Grantor in writing, of the *intended* merger and/or acquisition three-months (90 days) *prior to* the completion of the merger and/or acquisition, notification to include the following:

- Impact on grantee program(s) funded by Grantor
- Key program elements to be eliminated as a result of the merger and/or acquisition.
- Status of grantee governance, management, administrative costs and financial stability.

After the merger and/or acquisition are complete, the entity assuming legal and fiscal responsibility of Grantor funding shall provide Grantor with the following information in writing:

- Official date of merger and/or acquisition.
- Date change is to be effective (if different than the date of the merger and/or acquisition).
- Proof of State approval of the new legal entity.
- Letter from the Attorney General that recognizes the dissolution of the acquired grantee.
- Updated roster of the Board of Directors.
- Other information, as requested.

NOTICES: Any notice will be in writing and personally delivered, sent by facsimile or via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified below (unless otherwise notified in writing by a party):

If to Orange County United Way: **18012 Mitchell South, Irvine, CA 92614**
If to Grantee: At the address on Page 1 of this Agreement

TERMINATION OF FUNDING: Grantor or Grantee receiving Grantor FACE 2024 grant funds may terminate the funding relationship upon prior 30-day written notice to the other party.

A letter of intent to terminate the funding relationship shall be submitted to Grantor by grantee Board President (or appropriate leadership) 30-days prior to the requested termination date. Upon receipt of request for termination of funding, Grantor will hold any and all pending grant allocations until final approval is given by Grantor's CIC/BOD. When the request for termination of funding is approved by Grantor's CIC/BOD, grantee will be notified in writing of this decision.

Grantor reserves the right to terminate the funding partnership for just cause(s), including but not limited to, when grantee:

- Fails to meet the funding requirements and expectations as outlined in the grant agreement and other fund distribution policies and procedures
- Ceases operations or the program funded is no longer in operation
- Has not been able to successfully resolve identified concerns resulting in an agency being placed in the Monitoring and Support Program
- Breaches local/City, State, or Federal law(s)
- Experiences significant changes to a program that affects the scope of work, program design, quality of services provided or outcome measurement plan
- Uses funding for a program or other matters, not approved by Grantor

This Agreement will be null and void if not executed by both parties within 30 days after the Agreement becomes available for execution through AdobeSign.

By executing this Agreement, all parties agree to be bound by the terms and conditions outlined in this Agreement and incorporated herein. The signers below warrant that they have full power and authority to sign for and bind their respective organizations.

BY ANAHEIM UNION HIGH SCHOOL DISTRICT:
(Signer must have legal authority to sign on behalf of the entity stated above)

2/14/25

Dr. Jaron Fried, Assistant Superintendent **Date**

BY ORANGE COUNTY UNITED WAY:

Susan B. Parks | President & CEO **Date**

Emilee Tello | Chief Financial Officer **Date**

Anaheim Union High School District - Anaheim's Innovative Mentoring Experience (AIME)

Program Work Plan

Impact Area: EDUCATION: Non-General

Outcomes/Objectives

Long Term (by 2024): Cut the high school dropout rate in half.

Process Objectives:
Our intention in providing the internship is to help students make decisions about their college and career plans. A career focus is likely to provide students with the motivation not only to finish high school, but to continue their education at a community college, university, or technical school..

Description of Key Activities and Tasks to obtain Objective

- Coordinate internship experiences for 20 students
- Provide internship coordinators to assist students and partners in having a successful internship experience, including coordinating schedules, troubleshooting challenges, and maintain students and partner focus on the development of the 5 Cs: communication, collaboration, critical thinking, creativity, and character
- Provide weekly meetings with instruction for students in reflecting on their internship experience, and to reflect on the application of the 5 Cs in the workplace.

Start Date 1/1/2025

End Date 6/30/2025

Methods/techniques to evaluate the effectiveness of this Objective
(Upload Documents to support Evaluation/Work Plan in Supporting Documents)

We will have student complete a Career Readiness Skills pre- and post-survey and will also analyze students' reflections on their internship experience to evaluate its immediate impact. In addition, we will track students' graduation rate, A-G completion rate, and post-secondary plans to evaluate the effectiveness of the program.

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Anaheim Union High School District - Anaheim's Innovative Mentoring Experience (AIME)

Program Budget

Hover cursor over the green question marks for more information and/or clarification.

Award Amount (New or Renewal)

	Proposed	Adjusted	Approved
Award Amount	15,000.00		15,000.00
Total	15,000	0	15,000

Detailed Program Budget Summary

Budget Total MUST EQUAL Award Amount | Hover cursor over the green question marks for more information and/or clarification.

	Proposed	Adjusted	Approved
Salaries and Fringe	250	0	250
Hourly Pay for Internship Coordinators - Internship Planning	250		250
Consultant Costs			
Supplies for Program ONLY	2,500	0	2,500
Polo Shirts for Student Interns	1,000		1,000
ID Cards and Lanyards	100		100
Training Supplies and Instructional Materials	300		300
OCTA Bus Passes	250		250
Food Costs for Training, Closing Celebration, Weekly Meetings	400		400
Thank-you Gifts for Internship Providers	250		250
Miscellaneous Costs (onboarding, uniforms for internship)	200		200
Travel or Transportation	250.00		
Subcontracts			
Direct Client Care or Patient Care Costs	0	0	0
Other Costs	12,000	0	0

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	Proposed	Adjusted	Approved
Scholarships for Student Interns	12,000		
Indirect Costs (not to exceed 10% of direct costs)			
Total	15,000	0	2,750

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ANAHEIM UNION HIGH SCHOOL DISTRICT

COMMUNITY SERVICE PROVIDER AGREEMENT

This Community Schools Service Provider Agreement ("Agreement") is made as of the 13th day of February, 2025, between the Anaheim Union High School District ("District") and TGR Foundation (TGR F) ("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 Community-based Organization 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 14, 2025 through February 14, 2028.

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

(a) Learning Lab
(b) **Field Trips** - TGR Foundation will provide immersive one-day STEAM-based field trips to the TGR Learning Lab for junior high school students
(c) **Expanded Learning** - TGR Foundation will provide after school STEAM-based workshops offered in multi-week sessions that empower students to explore their interests while learning about tangible career paths
(d) **Mobile Programs** - TGR Learning labs will provide mobile lab opportunities to classrooms in AUHSD schools
(e) **Saturday Programming** - TGR Foundation will provide one-day STEAM-based workshops and golf clinics
(f) **Summer Programming** - TGR Foundation will provide STEAM-based courses and workshops in engineering, photography, computer science and more
(g) **AIME Internship Host Site** - TGR Foundation will host 2 AIME summer interns each year at the TGR Learning Lab
(h) **Workability Host Site** - TGR Foundation will be a host site for secondary-age special education students who are matched to the TGR Learning Lab through the Workability program
(i) College and Career Readiness

- **Workshop Offerings** – TGR Foundation will provide college application and financial aid workshops on AUHSD campuses and at the TGR Learning Lab during the academic year
- **College & Career Bound Academy** – TGR Foundation will offer summer multi-day academies for high school students to provide tools and resources to pursue their post-secondary academic aspirations
- **Earl Woods Scholar Program** – TGR Foundation will recruit and select AUHSD students for the Earl Woods Scholar Program, a comprehensive scholarship program that provides ongoing support for students from under-represented communities to thrive in school and life

(j) Career Connected Learning

- **Career Explorer** – In partnership with NOCROP and key industry hosts, TGR Foundation will provide work-based learning activities and projects on campuses, at the TGR Learning Lab, and at industry sites to give high school students access to real-world experiences and industry professionals
- **Industry Academies** – TGR Foundation will offer immersive yet condensed learning experiences that will allow high school students to explore high-growth industries through interactive activities, industry panels and work-based challenges

(k) Professional Learning (Educators)

- **STEM Studio** – TGR Foundation will offer robust training options for educators to incorporate inquiry into their teaching practice and can lead to a micro-credential
- **Virtual Workshops** – TGR Foundation will offer monthly digital workshops that give opportunities to connect with other educators, gain resources, and learn strategies to support students
- **Educator Symposium** – TGR Foundation will host a one-day conference at the TGR Learning Lab for all formal and informal educators
- **College Access & Success Symposium** – TGR Foundation will host a one-day conference at the TGR Learning Lab for high school counselors

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

AUHSD will support the participation of AUHSD students by:

- Providing relevant staff as a point person(s) for each TGRLL program to ensure active participation of students and accountability on any collaborative programming functions
- Providing opportunities for TGRLL to market programs in school newsletters and other forms of communication to students and parents
- Allowing TGRLL to conduct focus groups for students, parents/guardians and educators on AUHSD campuses to ensure that TGRLL programming remains relevant and engaging to participants
- Distributing and collect ing signed TGR Learning Lab forms (Parental/Guardian Consent, Authorization, Waiver and Release Form and Participant Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement) from parents/guardians, which will be given to administration ahead of time
- In addition, TGRLL respectfully requests that previously approved and successfully completed TGRLL programing be added to student transcripts, Ekadence, or any other source of recognizing student accomplishments in the TGRLL learning environment.

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. To the furthest extent permitted by California law, the District shall, at the District's sole expense, defend, indemnify, and hold harmless the Provider and its representatives, officers, employees, and volunteers (the "Provider indemnified parties") from losses, liabilities, claims, suits, death, property damage, and costs, directly as a result of the District's performance under this Agreement, unless the claims are caused by the negligence or misconduct of the Provider indemnified parties. The Provider shall have the right to accept or reject any legal representation that the District proposes to defend the Provider indemnified parties.

13. **Insurance**.

13.1 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.

13.1.1 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.

13.1.2 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.

13.1.3 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.

13.1.4 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.

13.1.5 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.

13.2 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:

13.2.1 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."

13.2.2 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.

13.2.3 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.

13.2.4 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.

13.2.5 All policies shall be written on an occurrence form.

13.2.6 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.

13.2.7 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. **Termination**. The District or Provider may at any time for any reason terminate this Agreement. Written notice by the District's superintendent or Provider's representative 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.

22. **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.

23. **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.

24. **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: Carlos Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: hernandez_c@auhsd.us

Provider
TGR Foundation/TGR Learning Lab
Attn: Gyla Bell
One Tiger Woods Way
Anaheim, CA 92801
714-765-8040
gbell@tgrfoundation.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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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: 2/14/25

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

TGR

Date: Dec. 19, 2024

By: _____

Print Name: Gyla Bell

Title: Senior Executive Director

NOTICE TO PROVIDER 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 PROVIDER

To the Board of Trustees of the Anaheim Union High School District:

I, Gyla Bell (Name of Individual), am the Senior Executive Director (Title) of TGR Learning Lab, Anaheim (Name of Provider),

and I am authorized to execute this Certification on behalf of the Provider.

1. I have carefully read and understand the Notice to Provider 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, Provider'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:

   All TGR Learning Lab, Anaheim Instructors, Academic Support Staff, and EWSP Staff

   _____ _____
   _____ _____
   _____ _____
   _____ _____

   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 TGR Learning Lab, California on Dec. 19, 2024.
Date



Signature

Gyla Bell

Typed or Printed Name

Senior Executive Director

Title

TGR Learning Lab, Anaheim

Name of Provider

One Tiger Woods Way, Anaheim, CA 92801

Address

714-765-8040

Telephone Number

Instructional Materials Submitted for Adoption
Thursday, February 13, 2025
December 20, 2024 - January 16, 2025

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Dual Enrollment	Basic	Introduction to Psychology (#SS5552)	9-12	*Experience Psychology*	McGraw Hill
Dual Enrollment	Basic	Intermediate Chinese-Mandarin 1 (#WL5001)	9-12	*Integrated Chinese 1: Textbook*	Cheng & Tsui
Dual Enrollment	Basic	Intermediate Chinese-Mandarin 1 (#WL5001)	9-12	*Integrated Chinese 1: Workbook*	Cheng & Tsui
Dual Enrollment	Basic	Intermediate Chinese-Mandarin 2 (#WL5002)	9-12	*Integrated Chinese 2: Textbook*	Cheng & Tsui
Dual Enrollment	Basic	Intermediate Chinese-Mandarin 2 (#WL5002)	9-12	*Integrated Chinese 2: Workbook*	Cheng & Tsui
English Language Arts	Suppl.	English 2 Honors (#EN201)	10-12	*East of Eden*	Viking Press
English Language Arts	Suppl.	English 3 (#EN320)	11-12	*My Side of the River*	Macmillan Publishers
English Language Arts	Suppl.	English 7 & English 8 (#EN700), (#EN800)	7-8	*White Bird*	Penguin Random House

Instructional Materials Submitted for Display
Thursday, February 13, 2025
February 14, 2025-March 6, 2025

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Special Education	Suppl.	Transition to Work (#CE631)	12	*Pathways to Career Success*	Pearson

Field Trip Report

Board of Trustees February 13, 2025

1. Cypress High School: Choir (39 students - 29 female, 10 male)
   Adviser/Lead Chaperone: Hollie Lucas-Jones (female)
   Chaperones: Karina Alfajora (female), Jebbangelo Baguioro (male), Youngjin Kim (male), April Lytle (female), Carolina Mejia Chadwick (female), and Monica Rodriguez (female)

   To: Oceanside, CA
   Dates: March 27, 2025 to March 30, 2025
   Purpose: Choir competition
   Expenses: Booster Club- Registration and transportation
   Parent/Student - Meals and accommodations

   Number of school days missed for this trip: 0
   Number of school days missed previously: 0
   Total number of days missed by this group: 0

2. Cypress High School: Girls Softball - Varsity (20 students - 20 female, 0 male)
   Adviser/Lead Chaperone: Terry Thomson (male)
   Chaperones: Elvira Amador (female), Tanya bishop (female), Kevin Dull (male), and Melissa Saunders (female)

   To: Bullhead, AZ
   Dates: March 6, 2025 to March 8, 2025
   Purpose: Softball tournament
   Expenses: Booster Club- Registration and Substitutes
   Parent/Student - Meals, transportation, and accommodations

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

3. Loara High School: JROTC (21 students - 10 female, 11 male)
   Adviser/Lead Chaperone: Rodney Runblade (male)
   Chaperones: Maria Sotelo-Albarran (female), Chekesha Carter (female), Cynthia Cuautle (female), and Wesby Ownes (male)

   To: Orange, CA
   Dates: March 7, 2025 to March 9, 2025
   Purpose: Annual JROTC Cadet Leadership Challenge event
   Expenses: Outside source- Registration, meals, transportation, accommodations, and substitutes

   Number of school days missed for this trip: 0
   Number of school days missed previously: 0
   Total number of days missed by this group: 0

Field Trip Report

Board of Trustees February 13, 2025

4. Loara High School: Band (51 students - 25 female, 26 male)
   Adviser/Lead Chaperone: Jacob Melgoza (male)
   Chaperones: Scott Domingues (male), Gabriela garcia (female), Christine Han (female), Laura Magana (female), Michelle Moreno (female), Cory Robinson (male), and Byron Swadener (male)

   To: Castro Valley, CA
   Dates: April 11, 2025 to April 14, 2025
   Purpose: Perform at the California Music Education Association festival
   Expenses: Booster Club- Registration, transportation, and accommodations
   Parent/Student- Meals
   Site Funds- 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

5. Magnolia High School: JROTC (20 students - 10 female, 10 male)
   Adviser/Lead Chaperone: Bobby Britton (male)
   Chaperones: Poutoa Fuega (male), Malia Mason-Augustine (female), and Priscilla Munoz (female)

   To: Orange, CA
   Dates: March 7, 2025 to March 9, 2025
   Purpose: Annual JROTC Cadet Leadership Challenge event
   Expenses: Outside source- Registration, meals, transportation, accommodations, and substitutes

   Number of school days missed for this trip: 0
   Number of school days missed previously: 0
   Total number of days missed by this group: 0

6. Magnolia High School: JROTC (5 students - 5 female, 0 male)
   Adviser/Lead Chaperone: Bobby Britton (male)
   Chaperones: Maila Mason-Agustine (female)

   To: Reno, NV
   Dates: February 20, 2025 to February 23, 2025
   Purpose: Drone competition
   Expenses: Outside source- Registration, meals, transportation, and accommodations

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

AFFILIATION AGREEMENT

New York University on behalf of its
Steinhardt School of Culture, Education, and Human Development

This agreement (the "Agreement") is made as of the 4th day of December, 2024 by and between New York University, on behalf of its Steinhardt School of Culture, Education, and Human Development, located at 82 Washington Square East, New York, NY 10003 (hereinafter, the "University"), and
Anaheim Union High School District, located at 501 N. Crescent Way, Anaheim, CA 92801 (the "Educational Site") (each individually a "Party," and, collectively, the "Parties").

WHEREAS, the University's Steinhardt School of Culture, Education, and Human Development has various educational programs for students in the fields of education, health and human development (each, a "Program");

WHEREAS, the Educational Site has the facilities to provide a relevant Clinical Experience ("Clinical Experience") to students in one or more Programs as set forth on Schedule 1 hereto, which Schedule 1 may be amended from time to time in writing signed by the Parties; and

WHEREAS, the Educational Site and the University desire to affiliate for the purpose of providing a Clinical Experience for students enrolled in a Program of the University;

NOW, THEREFORE, the Parties agree as follows:

A. The University agrees:

1. to assume full responsibility for the planning and implementation of the entirety of each Program, including the portion of such Program that involves a Clinical Experience. The Educational Site has the right to approve the portion of each Program to be conducted on its premises in advance of its implementation.

2. to be responsible for selecting students and scheduling student placements at the Educational Site and informing the Educational Site of the number of students to be assigned placement, notwithstanding the Educational Site's right to screen candidates pursuant to section C(6). The number of students and placement schedule shall be subject to the approval of the Educational Site.

3. to provide a faculty mentor who will act as liaison between the University and the Educational Site and will correlate the academic and clinical levels of experience of the students.

4. to instruct all students and faculty placed at the Educational Site of their responsibility for complying with all pertinent rules and regulations of the Educational Site of which they are advised.

5.

a. to instruct all students and faculty to maintain the confidential nature of all patient medical records and protected health information ("PHI") to which they are exposed in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any other applicable privacy laws; and

b. to instruct all students to maintain the confidentiality of HIV-related patient information in accordance with Article 27-f of the New York State Public Health Law.

6. to keep all Program-related records and reports pertinent to the student's Clinical Experience while at the Educational Site (excluding patient identifiable protected health information). These records shall be made available to the Educational Site upon its request, with the student's prior written permission.

7. to inform each student assigned to the Educational Site that such student is required, upon request, (1) to provide the Educational Site with evidence that they are in good general health, as determined by a physical examination, and that they are free from a health impairment which is of potential risk to a patient or which might interfere with the performance of his/her duties, including any habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior; and (2) to provide the Educational Site with evidence of the following (subsections (a) – (e), collectively, "Evidence of Health Requirements"):

a. an immunization for rubella, consistent with good medical practice, except that a woman of child-bearing age shall have a screening test to be followed by immunization as appropriate;

b. a ppd (Mantoux) skin test for tuberculosis prior to participation in the Clinical Experience. Positive findings shall require appropriate clinical follow-up but no repeat skin test;

c. if born on or after January 1, 1957,

(1) diagnosis by a physician as having had measles disease (rubeola);

(2) demonstration of serologic evidence of measles antibodies; or

(3) two doses of live virus measles vaccine with the first dose administered on or after the age of 12 months and the second dose administered more than thirty (30) days after the first dose but after 15 months of age;

d. a positive varicella (chicken pox) antibody titer or a history of varicella by parent, guardian, physician or school record;

e. proof of vaccination against Hepatitis B, proof of immunity to Hepatitis B, or a letter from the student which states that the student has either commenced the Hepatitis B vaccination protocol or has declined to be vaccinated against Hepatitis B.

The Parties agree that the requirement for students to present Evidence of Health Requirements may be satisfied through provision (w) by the student, (x) by a third party vendor engaged by the University which, with the consent of such student, performs a review of the student's Evidence of Health Requirements; (y) via attestation by the University; or (z) such other method as mutually agreed upon by the Parties in writing.

8. that students placed in the Educational Site shall be required to maintain health insurance coverage. Prior to placement in the Educational Site, students may be required, upon request by the Educational Site, to send proof of such coverage to the Educational Site.

B. The Educational Site agrees:

1. to provide a Clinical Experience to students meeting the standards agreed with the University in respect of the relevant Program, of recognized accrediting agencies, and of State agencies.

2. where applicable, the Educational Site shall provide each student with training on the safety, security, and emergency preparedness protocols of the Educational Site during orientation or prior to beginning the Clinical Experience.

3. to provide supervision of the Clinical Experience of each student by a qualified Educational Site staff member whose responsibilities will include orientation of the student to the Educational Site, planning of the Clinical Experience, and the evaluation of student performance.

4. to make available to the students the space, facilities, equipment, and supplies necessary as pertinent to the students' Clinical Experience, to the extent that this will not interfere with the care and treatment being rendered to patients, where applicable, or with Educational Site activities.

5. where applicable, to acknowledge that University students and faculty may have access to the Educational Site's protected health information during the Clinical Experiences.

6. to permit students to use the Educational Site cafeteria during its normal operating hours, if feasible. Students may be required to pay for their own meals.

7. to arrange for, or, if the Educational Site is a hospital, to provide, emergency medical care to students who become ill or injured while on the Educational Site's premises. The students shall arrange for medical care beyond that of an emergency nature. A student shall be responsible for the cost of any emergency care and for the cost of any additional medical care beyond that of an emergency nature.

8. that, in the case where a student holds employment with the Educational Site, the Educational Site acknowledges and agrees that nothing in this Agreement shall have any effect on, or relationship to, the student's employment with the Educational Site, which is separate and apart

from student's participation in the Program and Clinical Experience.

C. The University and the Educational Site agree:

1. that, where applicable, the University shall provide each student with general instruction in the infection control procedures used in health care Educational Site settings, including a review of the Occupational Health and Safety Act ("OSHA") Bloodborne Pathogens Regulations. The Educational Site agrees that, as part of each student's orientation to the rules, regulations, policies and procedures of the Educational Site, it shall instruct each student on infection control procedures, including the OSHA Bloodborne Pathogens Regulations, as they have been implemented at the Educational Site. The Educational Site shall comply fully with the OSHA Bloodborne Pathogens Regulations with respect to any student who sustains a percutaneous, mucosal, or broken skin exposure to blood or other potentially infectious bodily fluids. If the Educational Site requires that students undergo a respiratory fit test in advance of placement, the Educational Site will perform such fit tests with the student's prior consent.

2. to comply with all applicable foreign, federal, state and local laws, rules, and regulations in connection with this Agreement.

3. to the extent that Educational Site receives or otherwise has access to "personally identifiable information" from "education records" of University, as such terms are defined in the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"), or creates education records while acting for University, Educational Site agrees to comply with the requirements of FERPA and with University's Guidelines for Compliance with FERPA, which are available at www.nyu.edu/apr/ferpa.htm, including without limitation to (i) hold such information in strict confidence and not use or disclose such information except as permitted by this Agreement or as otherwise authorized by University; (ii) provide access to any such information upon request by University and ensure that such information is destroyed or transferred to University, at the request and under the direction of University, when the information is no longer needed for its specified purpose; and (iii) use appropriate administrative, physical, and technical safeguards to secure such information from unauthorized access, disclosure, and use, and promptly notify University in the event of a security incident that compromises the security of such information. Educational Site acknowledges that University has designated Educational Site a "school official" pursuant to 34 CFR § 99.31(a)(1)(i)(B) and agrees that it is (i) under the direct control of University with respect to the use and maintenance of University's education records and (ii) subject to the requirements of 34 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from such education records.

4. in connection with this Agreement, neither Party will discriminate against any person on the basis of sex, gender, gender identity or expression, sexual orientation, race, color, creed, ethnicity, religion, national origin, age, veteran or military status, marital or parental status, citizenship status, disability, or any other legally protected status or characteristic.

5. that no student placed in the Educational Site under this Agreement shall in any way be considered an employee or agent of the Educational Site or the University, nor shall any student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights or benefits normally afforded to employees or agents of the Educational Site or the University; except as otherwise provided in paid internship agreement.

6. that the Educational Site reserves the right to screen students in advance of their placement at the Educational Site in connection with the Program.

7. that, upon agreement of the Parties, the Clinical Experience may be conducted remotely in a manner acceptable to both Parties. In the case of an in-person placement, the University retains the right to remove any student from the Educational Site immediately if the University determines that conditions at the Educational Site are not safe or healthy or are otherwise unsuitable for the student.

8. that the Educational Site retains the right to remove any student from the Educational Site who: (i) endangers patient health, welfare or safety; (ii) disrupts the business or operations of the Educational Site;(iii) fails to comply with the direction of the Educational Site staff; (iv) fails to abide by the rules, regulations, policies and procedures of the Educational Site; or (v) is not suited to the Clinical Experience in the Educational Site's reasonable opinion. The University retains the right to remove any student from the Educational Site who: (i) fails to maintain successful student status as outlined in the University's policies; (ii) violates the University's honor code; or (iii) any other reason deemed appropriate by University personnel. Each Party agrees to notify the other Party promptly and in any case within one (1) business day of such removal.

9. that, where applicable and notwithstanding any other provision of this Agreement, the Educational Site retains ultimate responsibility for the care of its patients or students at all times.

10. each Party shall maintain in respect of its employees, volunteers, and agents and, in the case of the University, its students, (i) professional liability insurance coverage in an amount not less than $1,000,000 per claim and $3,000,000 in the annual aggregate, and (ii) commercial general liability insurance coverage in an amount not less than $1,000,000 per occurrence and $3,000,000 in the annual aggregate, with no exclusion for sexual abuse and molestation. Each Party's insurance coverage shall be maintained with a carrier authorized to do business in the respective state(s) or through self-insurance. Each Party will provide to the other Party, upon such other Party's request and at least annually, a certificate of insurance evidencing the required insurance coverage, naming the other Party as additional insured as their interests may appear. In addition, upon renewal or replacement of any required insurance coverage, each Party will provide replacement certificates to the other Party. The certificate of insurance shall include a statement that the notice of cancellation shall be given pursuant to the terms and conditions of the policy. If the Educational Site is an institution operated by a municipality or government agency or municipal or government employees, the Educational Site may fulfill the requirements of this Section 10 through insurance provided by or through legislation covering the Educational Site's activities and personnel and otherwise meeting the requirements of this Section 10.

11. 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 the District. The District shall have the right to accept or reject any legal representation that Provider proposes to defend the indemnified parties.

1. To the furthest extent permitted by California law, the District shall, at the District's sole expense, defend, indemnify, and hold harmless the Provider and its representatives, officers, employees, and volunteers (the "Provider indemnified parties") from losses, liabilities, claims, suits, death, property damage, and costs, directly as a result of the District's performance under this Agreement, unless the claims are caused by the negligence, misconduct, or omission of the Provider. The Provider shall have the right to accept or reject any legal representation that the District proposes to defend the Provider indemnified parties.

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."

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.

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.

All policies shall be written on an occurrence form.

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.

12. that, if required by Educational Site, at an appropriate time in the application process, the University will require each student who wishes to participate in the Clinical Experience to submit to a background check through a third party engaged by the University. The Parties agree that such requirement may be met by each student allowing a third party vendor engaged by the University to, with the consent of such student, perform a background check and:

i) such third party vendor providing the results thereof directly to the Educational Site prior to such student beginning the Clinical Experience at the Educational Site; or

ii) in the event that the results of a background check include adverse information on the student, in accordance with applicable law, the University may transmit the results of the background check to the Educational Site for the Educational Site's determination as to whether the results are disqualifying for participation in the Clinical Experience. Following the completion of the background check process and review described herein, the University will provide the Educational Site with a list of students selected for the Clinical Experience. This list shall note that a background check has been performed for each student whose name appears on the list and that either the criminal background check did not contain any adverse information on the student or, if it did contain adverse information, that the adverse information was reviewed by the Educational Site and the Educational Site has agreed that the student may participate in the Clinical Experience. The University shall be responsible for obtaining the student's authorization to disclose the results of the background check to the Educational Site and, failing receipt of such authorization, the student shall not be placed in the Clinical Experience.

The Educational Site reserves the right to deny participation in the Clinical Experience to any student applicant under this section for any lawful reason and will follow all applicable laws when exercising this right; and the student shall have no right of appeal to the Educational Site except as permitted by law. The University will also require its students planning to participate in the Clinical Experience to be screened for exclusion from participation in Medicaid, Medicare, and any Federal health care programs through a minimum of an OIG screening, which will be conducted as of part any required background check. Any excluded individuals are expressly prohibited from participating in the Clinical Experience.

13. that this Agreement becomes effective as of the date first written above and will continue in full force and effect for 5 years until October 18, 2029. This Agreement may be terminated by mutual written agreement at any time or by either Party giving sixty (60) days' prior written notice to the other Party; provided that, any student placed at the Educational Site for a Clinical Experience up to and including the date of termination shall be permitted to complete his/her assignment.

14. that neither this Agreement nor any obligation or right thereunder may be assigned to any third party without the prior written consent of the other Party. Any purported assignment without such consent shall be null and void.

15. that all notices required hereunder shall be in writing and shall be delivered by messenger or by certified first-class mail, or transmitted by facsimile, and in accordance with the return receipt requested:

to the University:
Martin Voravibul
Office of Academic Operations, Innovation, & Strategy
Steinhardt School of Culture, Education, and Human Development
New York University
239 Greene Street, 2nd Floor
New York, NY 10003

With a copy to:
Office of General Counsel

New York University
70 Washington Square South, 11th Floor
New York, New York 10012

to the Educational Site:
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

16. that this Agreement is not for the benefit of any third party.

17. that University and Educational Site are independent contractors, and neither Party nor its employees will be deemed to be the employee, agent, or representative of the other. Nothing contained in this Agreement will create any agency relationship, partnership, association, or joint venture between the Parties. Except as otherwise specifically set forth in this Agreement, neither Party will have any authority or suggest it has any authority to create any obligation, express or implied, on behalf of the other Party, or to bind the other Party.

18. that this Agreement may be modified only by mutual written and signed agreement of the authorized representatives of the Parties thereto.

19. that this Agreement shall be interpreted in accordance with the laws of the State of New York without regard to its conflicts of laws principles; and the courts of the State of New York in New York County and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over the Parties with respect to any dispute or controversy between them arising under or in connection with this Agreement.

20. that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of the Agreement that has been transmitted via electronic mail, facsimile, or as a hard copy, can operate as the executed original copy.

21. that this Agreement constitutes the entire agreement of the Parties regarding its subject matter, and it supersedes all prior and collateral negotiations, agreements, and understandings between the Parties, whether written or oral, regarding the subject matter.

22. that in accordance with guidelines from the US Department of Labor regarding unpaid internships (www.dol.gov/whd/regs/compliance/whdfs71.htm), the Clinical Experience should satisfy the following criteria: (i) the student will not receive any direct or indirect compensation from the Clinical Experience Site/Educational Site for time spent in the Clinical Experience, (ii) the student will not be entitled to or expect a job with the Clinical Experience Site/Educational Site at the conclusion of the Clinical Experience, (iii) the student will not displace regular employees of the Clinical Experience Site/Educational Site, and the Clinical Experience will take place under close supervision of existing Clinical Experience Site/Educational Site staff, (iv) the Educational Site will not derive any immediate advantage from the Clinical Experience, (v) the Clinical Experience will be for the benefit of the student, and (vi) the Clinical Experience will be similar to training that would be given in an educational environment, including being tied to the students formal educational program; unless otherwise provided in a paid internship agreement.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as of the day and year first written above.

FOR AND ON BEHALF OF

ANAHEIM UNION HIGH SCHOOL DISTRICT

Signature:

Printed Name: Brad Jackson

Title: Assistant Superintendent, Human Resources

Date: 02/13/2025

NEW YORK UNIVERSITY ON BEHALF OF ITS STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Signature: DocuSigned by: Jenna Werkman 6825DB13A7B64E5...

Printed Name: Jenna Werkman

Title: Director, Online Program Operations
OFFICE OF ACADEMIC OPERATIONS, INNOVATION, & STRATEGY
STEINHARDT SCHOOL OF CULTURE, EDUCATION, AND HUMAN DEVELOPMENT

Date: 12/5/2024 | 12:46 PM EST

Schedule 1

to Affiliation Agreement between New York University and Anaheim Union High School

Programs

All Steinhardt

Human Resources Division, Certificated Personnel

1. Resignations/Retirements, effective as noted:

Day, Russell	Retirement	5/23/25
Gorrell, Thomas	Retirement	5/23/25
Georgalas, Charlotte	Retirement	5/5/25
Hildom, Tamura	Retirement	5/23/25
Malmborg, Debra	Retirement	5/23/25
Seltzer, Michael	Retirement	5/23/25
Sibley, Tommy	Retirement	5/2/25
Trevett, David	Retirement	5/23/25

2. Employment:

A. Teacher(s)/Probationary:

		Column	Step
Gutierrez, Emily	1/15/2025	03	01

B. Teacher(s)/Temporary:

		Column	Step
Neri, Arianna	1/21/2025	01	01
Webber, Alexandra	1/31/2025	02	01

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Carillo, Gerado De Jesus	2/3/25
Cofressi, Izabella	1/21/25
Diaz Chavez, Meldrid	1/27/25
Hamilton, Erin	1/31/25
Jacob, Jennifer	1/13/25
Jimenez, Heather	1/29/25
Licata, James	2/3/25
Macann, Abigail	1/15/25
Neri, Arianna	1/7/25
Nguyen, Jennifer	1/10/25
Nguyen, Mimi	1/6/25
Rojas, Efren	1/10/25
Rubalcava, Osbaldo	1/27/25
Sanchez Jr., Manuel	1/14/25
Smith, Brandon	1/22/25
Villanueva, Kevin	1/6/25
Wheeler, Delaney	1/14/25

D. Administrator Salary Placements, effective as noted:

		Range	Step
Coppel, Molly	1/21/25	31	05
Franco, Gabriel	2/11/25	31	06
Green, Melanie	1/6/25	30	06

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 2024-25, effective as noted: (General Fund)

Taylor, Gregory	1/6/25
Estelles, Blanca	1/6/25

B. American Speech-Language-Hearing Association (ASHA) Certificate of Competence Stipend, to be paid to the following individual(s), for an earned ASHA Certificate of Competence, effective as noted:

Martinez, Diana 9/1/24

C. Bilingual Authorization Stipend, to be paid to the following individual(s) for an earned Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification, effective as noted:

Carbajal Jr., Ramiro	10/1/24
Webber, Alexandra	1/31/25

D. District ELPAC Testers, to administer the individual student portion of the

English Language Proficiency Assessment for California (ELPAC), on an as-needed basis, effective January 17, 2025, to be paid at the rate of $190 per day. Long term assignment is after the substitute teacher has worked 11 consecutive days in the same assignment, the substitute teacher will earn $220 per day, retro-active to the first consecutive day of the assignment. (LCFF Funds)

Enell, Stephen
Garrido, Veronica
Hickman, Andrew

E. Doctorate Stipend, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

Salmons, Jeffrey 1/6/25

F. National Board for Professional Teaching Standards (NBPTS) Certification Incentive Program Stipend, for the 2024-25 year, for the following individuals, in the amount not to exceed $5,000 per individual. (NBCT Grant Funds)

Adair, John
Johnson, Mandy
Ledterman, Caylin
Sosa, Kandyce

G. National Board for Professional Teaching Standards Stipend (NBPTS), to the following individual(s) for an earned National Board Certification stipend, effective as noted: (NBPTS Funds)

Day, Russell 1/6/25

H. OCDE Career Technical Education (CTE) Credential Stipend, for the completion of the Orange County Department of Education CTE Credential Program, effective October 22, 2024. Total amount not to exceed $1,500 per individual:
(CTE Incentive/Perkins Fund)

Corcoran, Matthew

I. OCDE Career Technical Education (CTE) Credential Stipend, for the completion of the Orange County Department of Education CTE Credential Program, effective September 3, 2024. Total amount not to exceed $1,500 per individual:
(CTE Incentive/Perkins Fund)

Gutierrez, Joby

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
Acosta, Isabel	02 04	03 04	1/6/2025
Hammock, Caroleena	01 01	02 01	1/6/2025
Leavitt, Rachel	03 04	04 04	1/6/2025
Medina, Richard	03 11	04 11	1/6/2025
Neri, Arianna	01 01	02 01	1/21/2025
Nguyen, Amy	03 11	04 11	1/6/2025
Terrazas, David	01 01	03 01	1/6/2025

5. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Hernandez, Yajaira	$3,381.50	2nd Semester	1/6/2025
Cypress			
Armstrong, James Swimming	$4,162	Season	1/27/25
Byun, Daniel Badminton	$4,162	Season	1/27/25
Chang Jr., Spencer Badminton	$5,745	Season	1/27/25
Cons, Christopher Volleyball	$4,162	Season	1/27/25

Densmore Jr., Joseph Softball	$4,162	Season	1/27/25
Jamison, Clinton Track	$4,162	Season	1/27/25
Jeon, Brian Badminton	$4,162	Season	1/27/25
Gutierrez, Isaak Baseball	$4,162	Season	1/27/25
Griffiths, Alexandra Volleyball	$5,745	Season	1/27/25
Manliguis, Celeste Volleyball	$4,162	Season	1/27/25
Montgomery, Brooke Track	$4,162	Season	1/27/25
Rose, Morgan Track	$4,162	Season	1/27/25
Tuaniga, Gustiano Volleyball	$4,162	Season	1/27/25
<u>Dale</u> Corona, Jonathan Soccer	$3,089	3rd Quarter	1/6/25
Barten, Rene Cross Country	$3,089	3rd Quarter	1/6/25
<u>Katella</u> Lopez, Samantha Softball	$4,162	Season	1/27/25
<u>Kennedy</u> Aguilar, Abraham Baseball	$2,081	Season	1/27/25
Cendejas, Arthur Track	$5,215	Season	1/27/25
Hong, Jason Badminton	$5,745	Season	1/27/25
Johnson, Amber Softball	$4,162	Season	1/27/25

Okabe, Nick Baseball	$2,081	Season	1/27/25
<u>Loara</u>			
Aguirre, Lori Assistant, Band	$1,974.50	2nd Semester	1/6/25
Buelna, Megan Song	$2,607.50	2nd Semester	1/6/25
Granillo, Sarah Cheer	$2,607.50	2nd Semester	1/6/25
Lucio, David Volleyball	$4,162	Season	1/27/25
Melgoza, Jacob Band, Jazz	$953	2nd Semester	1/6/25
Prieto, Bianca Softball	$4,162	Season	1/27/25
Williams, Kenny Baseball	$4,162	Season	1/27/25
<u>Orangeview</u>			
Arrizon, Virginia Accompanist	$777.50	2nd Semester	1/6/25
Gutierrez, Elvia Cross Country	$3,089	Season	1/27/25
Watson, Jeff Yearbook	$1,383	2nd Semester	1/6/25
<u>Oxford</u>			
Christian, David Tennis	$4,162	Season	1/27/25
Comerford, Allan Volleyball	$5,215	Season	1/27/25
Hallam, Charles Softball	$4,162	Season	1/27/25
Hsu, Tanu Volleyball	$4,162	Season	1/27/25
Nguyen, Ashton Swimming	$5,745	Season	1/27/25

Patel, Ashish Tennis	$4,162	Season	1/27/25
Pena, Brenda Volleyball	$4,162	Season	1/27/25
Pineda, Grignone Volleyball	$4,162	Season	1/27/25
Polk, W. Randolph Track	$5,215	Season	1/27/25
Ta, Dominick Swimming	$4,162	Season	1/27/25
Vosskuhler, Derek Golf	$5,215	Season	1/27/25
Whitney, Robert Softball	$5,215	Season	1/27/25
Whitney, Kacey Softball	$4,162	Season	1/27/25
Williams, Casey Baseball	$4,162	Season	1/27/25
<u>Savanna</u> Avila, Elizabeth Track	$5,215	Season	1/27/25
Baughman, John Baseball	$5,215	Season	1/27/25
Emmerson, Frederick Track	$4,162	Season	1/27/25
Forster, Michele Swim	$5,215	Season	1/27/25
Franco, Esther Asst Dance	$1974.50	1st Semester	8/5/24
Franco, Esther Asst Dance	$1,974.50	2nd Semester	1/27/25
Flores, Ralph Track	$4,162	Season	1/27/25
Gonzalez Jr., Jose Softball	$4,162	Season	1/27/25

Hicks, Vanessa Tennis	$5,745	Season	1/27/25
Olivas, Robert Golf	$5,215	Season	1/27/25
Spence, James Basketball	$4,162	Season	11/1/24
Sycamore			
Jimmerson, Marcus Soccer	$3,089	3rd Quarter	1/6/25
Walker			
Gonzalez, Aaron Soccer	$2,284	3rd Quarter	1/6/25
Western			
Baltazar, Victor Softball	$4,162	Season	1/27/25
Cruz, Nathaly Volleyball	$4,162	Season	1/27/25
Gonzalez, Raul Swimming	$5,215	Season	1/27/25
Hernandes, Richard Track	$1,248.60	Season	1/27/25
Higareda, Adriana Volleyball	$4,162	Season	1/27/25
Leal, Lawrence Softball	$5,215	Season	1/27/25
Manning, Sean Baseball	$4,162	Season	1/27/25
Morris, Nikko Track	$2,913.40	Season	1/27/25
Nelson, Zion Track	$4,162	Season	1/27/25
Perez, Garrett Swimming	$4,162	Season	1/27/25
Rauens, Alexander Volleyball	$5,745	Season	1/27/25

Ruiz, Raul Baseball	$5,215	Season	1/27/25
Singh, Shamine Tennis	$4,162	Season	1/27/25
Takahama, Paul Tennis	$5,745	Season	1/27/25

Human Resources Division, Classified Personnel

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

	Location:	**Effective**
Alvarez, Felisa ASB Accounting Technician	Kennedy High School	04/01/2025
Alvarez, Teresa Food Services Manager I	Cypress High School	03/31/2025
Arellano, Jonathan Instructional Assistant – Specialized Academic Instruction	Katella High School	01/15/2025
Bayron, Ivonne Food Services Assistant I	Gilbert High School	05/22/2025
Bennett, Mike Technology Services Technician I	Information Systems	02/06/2025
Brinkman, Christina Secretary – School Support (Bilingual)	Sycamore Jr. High School	01/03/2025
Calleros, Adriana Instructional Assistant – Specialized Academic Instruction	Sycamore Jr. High School	01/29/2025
Camacho Miguel, Raul Instructional Assistant – Adult Transition	Cypress High School	01/09/2025
Felix, Martin Maintenance Service Worker	Maintenance Department	06/02/2025
Hurtado, Jason Instructional Assistant – Behavioral Support	Loara High School	01/28/2025
Mabry, Kevin Instructional Assistant – Behavioral Support	Brookhurst Jr. High School	01/30/2025
Michel, Richard Custodian	Brookhurst Jr. High School	06/30/2025
Mills, Russell Custodian	Magnolia High School	02/20/2025
Morton, Frances Food Services Assistant 3 (Bilingual)	Food Services Department	06/06/2025
Navarro-Torres, Jose Custodian	Anaheim High School	01/31/2025

Pezzolla, Megan Instructional Assistant – Specialized Academic Instruction	Katella High School	02/18/2025
Ramos-Sanchez, Gabino Warehouse Worker – Central Warehouse	Central Warehouse	06/30/2025
Reynolds, Michelle Food Services Assistant 3	Food Services Department	06/06/2025
Riech, Michael Bus Driver	Transportation Department	03/14/2025
Rojas, Elizabeth Instructional Assistant – Behavioral Support	Walker Jr. High School	01/30/2025
Torres, Jose Instructional Assistant – Bilingual (Spanish)	Anaheim High School	05/22/2025
Villareal, Natali Secretary – Program Support	Human Resources - Certificated Department	05/30/2025
Williams, Ronald Bus Driver	Transportation Department	01/10/2025
Ziegler, Jeffrey Mechanic	Transportation Department	06/30/2025

2. **Leaves of Absence:**

Bibian, Fernanda, for education, without pay and without health benefits, from 1/21/25 through the end of the working day on 5/9/25.

Leyva, Martin, for education, without pay and without health benefits, from 9/26/25 through the end of the working day on 6/30/25.

Morales, Eric, for education, without pay and without health benefits, from 1/24/25 through the end of the working day on 5/8/25.

Olmedo, Elvia, for education, without pay and without health benefits, from 11/4/24 through the end of the working day on 5/16/25.

Sandoval, Briana, for education, without pay and without health benefits, from 1/7/25 through the end of the working day on 5/22/25.

Tou, Dennis, for education, without pay and without health benefits, from 1/6/25 through the end of the working day on 5/22/25.

3. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Equihua, Ana Instructional Assistant – Behavioral Support	51/01	01/29/2025
Haro, Alyssa Instructional Assistant – Behavioral Support	51/01	01/13/2025
Hess, Stephen Instructional Assistant – Behavioral Support	51/01	01/27/2025
Jumilla, Dora Instructional Assistant – Behavioral Support	51/01	01/22/2025
Navarro Lopez, Kathy Food Services Assistant I	41/04	02/04/2025
O'Campo, Jaylin Instructional Assistant – Behavioral Support	51/01	01/23/2025
Flores Gaspar, Ana Food Services Assistant I	41/04	01/21/2025
Mai, Alan Instructional Assistant – Behavioral Support	51/01	01/17/2025
Read, Abigail Instructional Assistant – Specialized Academic Instruction	43/01	01/16/2025
Promotions:		
Calderon Gabriel, Shulammite Instructional Assistant – Specialized Academic Instruction	43/05	01/13/2025
Hernandez, Erica Community Schools Coordinator	08/02	02/03/2025
Higgins, Jessica Food Services Assistant II	49/05	01/08/2025
Medina, Elizabeth Community Schools Coordinator	08/06	01/10/2025

Substitute Employees:

Attalla, Antony Substitute Arts Assistant 2	60/10	01/22/2025
Barahona, Endy Substitute Translator/Interpreter	53/01	01/23/2025
Bonnell, Johana Substitute Food Services Assistant I	41/04	02/03/2025
Brogdon, Lyle Substitute Arts Assistant II	60/10	01/30/2025
Cabezas, Jennifer Substitute Language Testing Assistant	51/01	01/09/2025
Candelario, Ryan Substitute Custodian	48/01	01/22/2025
Castaneda, Koryna Tutor	$16.50/hr.	01/14/2025
Castro, David Substitute Custodian	48/01	01/22/2025
Castro, Noelia Substitute Office Assistant	43/01	01/23/2025
Castro, Noelia Substitute Office Assistant (Bilingual)	47/01	01/23/2025
Castro, Noelia Substitute Secretary	51/01	01/23/2025
Castro, Noelia Substitute Secretary (Bilingual)	53/01	01/23/2025
Chacon, Angel Substitute Arts Assistant I	41/10	01/09/2025
Chyun, Isaac Substitute Arts Assistant II	60/10	01/27/2025
Cortez, Jazmin Tutor	$16.50/hr.	01/23/2025
Deporter, Yessica Substitute Language Testing Assistant	51/01	01/08/2025
Escobar, Alexis Substitute Custodian	48/01	01/23/2025

Giron Hernandez, Jeannette Tutor	$16.50/Hr.	01/14/2025
Gonzalez, Anthony Substitute Technology Services Technician	57/01	01/23/2025
Guillen, Brian Substitute Technology Services Technician	57/01	01/15/2025
Hermosura, Deenie Substitute Food Services Assistant I	41/04	01/09/2025
Ibarra Gervacio, Matthew Substitute Custodian	48/01	01/31/2025
Jawad, Nazia Substitute Food Services Assistant I	41/04	01/30/2025
Jones, Peter Substitute Arts Assistant II	60/10	01/30/2025
Ledesma, Andrew Substitute Instructional Assistant – Adult Transition	51/01	01/23/2025
Ledesma, Andrew Substitute Instructional Assistant – Behavioral Support	51/01	01/23/2025
Ledesma, Andrew Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/23/2025
Ledesma, Andrew Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/23/2025
Lee, Taryn Substitute Arts Assistant I	41/10	01/14/2025
Lopez, Brayan Substitute Warehouse Worker	51/01	01/31/2025
Lopez, Kelsey Substitute Arts Assistant II	60/10	01/14/2025
Martinez Torres, Bryant Substitute Campus Safety Aide	43/03	01/08/2025

McCallum, Mariah Substitute Instructional Assistant – Adult Transition	51/01	01/07/2025
McCallum, Mariah Substitute Instructional Assistant – Behavioral Support	51/01	01/07/2025
McCallum, Mariah Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/07/2025
McCallum, Mariah Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/07/2025
Pearson, Kyle Substitute Arts Assistant II	60/10	01/09/2025
Prado-Madera, Bryan Substitute Campus Safety Aide	43/03	01/30/2025
Reyes, Elsa Substitute Language Testing Assistant	51/01	01/09/2025
Rosales, Sarah Substitute Office Assistant	43/01	01/30/2025
Rosales, Sarah Substitute Secretary	51/01	01/30/2025
Ruiz, Alan Substitute Language Testing Assistant	51/01	01/23/2025
Silvia Ramos, Yancarlo Substitute Custodian	48/01	01/31/2025
Tapia Cuevas, Zaira Substitute Office Assistant	43/01	01/08/2025
Tapia Cuevas, Zaira Substitute Office Assistant (Bilingual)	47/01	01/08/2025
Tapia Cuevas, Zaira Substitute Secretary	51/01	01/08/2025
Tapia Cuevas, Zaira Substitute Secretary (Bilingual)	53/01	01/08/2025
Urzik Love, Toni Substitute Arts Assistant I	41/10	01/23/2025

Wilson, Jordan Substitute Custodian	48/01	01/22/2025

3. **Food Services Student Workers**

	Effective
Ayman, Ahmad	01/10/2025
Cui, Alex	01/10/2025
Luu, Kendra	01/16/2025
Murrell, Joy	01/29/2025
Tang, Brandon	01/21/2025

4. **Workability, current minimum wage or stipend of $256 effective as noted:**
(Workability Grant Funds)

	Effective
Cisneros, Elijah	01/21/2025
Giron, Elan	01/07/2025
Herrera, Rafael	01/27/2025
Leyva, Isaac	01/21/2025
Ramos, Ramuel	01/21/2025
Rios-Guzman, David	01/26/2025
Rivera, Luna	01/27/2025
Salas, Sal	01/27/2025
Santos Medrano, Felipe	01/27/2025

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, December 19, 2024

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:33 p.m.

Present: Annemarie Randle-Trejo, president; Jessica Guerrero, clerk; Katherine H. Smith, assistant clerk; Brian O'Neal and Ron Hoshi, 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.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 5 of the agenda, pull items 15.1.2 and 15.1.7
- Exhibit B, replace page 1 to reflect current Insurance Committee representatives
- Exhibit O, replace exhibit to correct name of Board Policy to Student Use of Technology
- Exhibit ZZ, replace page 2 to correct amounts and dates

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Smith, Guerrero, and Randle-Trejo

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:34 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 6:03 p.m.

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

Student Representative to the Board of Trustees Erin Baek 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 Guerrero reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

5.3.2 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2024110029, resolving all issues in student's due process complaint by amending the IEP, conducting assessments, and providing compensatory services and other reimbursements.

5.3.3 The Board of Trustees unanimously approved a settlement agreement with parents, providing reimbursement pending completion of assessments.

5.3.4 No reportable action taken regarding negotiations.

5.3.5 No reportable action taken regarding personnel.

5.3.6 No reportable action taken regarding personnel.

5.3.7 The Board of Trustees took formal action, by a vote of 5-0, to approve the expulsion of student 24-07.

6. **REPORTS**

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

Student Representative to the Board Erin Baek reported on Districtwide events including Katella High School's Bags of Hope, Loara High School Community Market, Savanna High School's visit to the Tiger Woods Learning Center, among other school site events, which held food donations.

6.2 ***Student Speakers***

Hailey Sotelo, District student, spoke about item 15.3 and the importance of equal access for our students, as well as the changes that need to be implemented to achieve this.

6.3 ***Reports of Associations***

Geoff Morganstern, ASTA president, wished everyone a great holiday season and acknowledged Assistant Superintendent Brad Jackson, as well as the bargaining team. In addition, he recognized Lisa Eck, CTA representative, for her support, work, and dedication for over 30 years.

Jennifer Sasai, ALTA president, read a message acknowledging many staff members and wished everyone a warm holiday season.

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

There was no report.

7. PUBLIC COMMENTS, OPEN SESSION ITEMS

7.1 Sofia Romero, District parent, stressed an issue with school site booster clubs and seeking oversight of these funds. Additionally, she spoke about school sanctuaries and Sycamore Junior High School's facilities.

7.2 Tina Lopez, District parent, addressed concerns regarding a Cypress Baseball Coach and issues with transportation, as well as with the Booster Club.

7.3 Andrew Campuzano, community member, congratulated Trustees Hoshi, O'Neal, and Smith on their re-elections. He also spoke about graduation regalia.

7.4 Nitesh Patel, City of La Palma mayor pro-tem, acknowledged Trustees O'Neal, Hoshi, and Smith for their appointments. In addition, he thanked Trustees and staff for their dedication in attending community events.

7.5 Tony Quach, CSEA vice president and alumnus, thanked the Board and staff for allowing him to address the continual issues affecting classified employees. He mentioned student enrollment and work load for staff, as well as requested professional learning trainings for staff.

8. SUPERINTENDENT AND STAFF REPORT

Superintendent Matsuda shared that the District has nine national board certified teachers, who will be recognized in the spring.

Dr. Fried provided information regarding an upcoming Booster Club training for all. In addition, he provided a shoutout for the Esports event and the CSUF GEAR UP program.

Mr. Jackson shared similar sentiments as ASTA President Geoff Morganstern regarding the bargaining season and thanked CTA Representative Lisa Eck.

Dr. Nien thanked CTA Representative Lisa Eck for her work, as well as the City of Anaheim for awarding technology equipment for 20 District students. In addition, she addressed concerns in regards to Sycamore Junior High School.

Mr. Saldivar thanked everyone for their efforts and wished everyone a great holiday.

9. FORMAL ADMINISTRATRION OF OATH OF OFFICE

The Oath of Office was administered to Ron Hoshi, Brian O'Neal, and Katherine H. Smith.

Trustee Smith exited the meeting at 6:42 p.m.

10. 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.

10.1 ***President of the Board of Trustees***

Trustee Guerrero nominated Trustee O'Neal for president of the Board of Trustees.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees selected Trustee O'Neal for the position of president of the Board of Trustees.

10.2 ***Clerk of the Board of Trustees***

Trustee Randle-Trejo nominated Trustee Guerrero for clerk of the Board of Trustees.

Action:
On the motion of Trustee Hoshi, duly seconded and unanimously carried, the Board of Trustees selected Trustee Guerrero for the position of clerk of the Board of Trustees.

10.3 ***Assistant Clerk of the Board of Trustees***

Trustee Guerrero nominated Trustee Randle-Trejo for assistant clerk of the Board of Trustees.

Action:
On the motion of Trustee Hoshi, duly seconded and unanimously carried, the Board of Trustees selected Trustee Randle-Trejo for the position of assistant clerk of the Board of Trustees.

11. APPOINTMENTS TO THE BOARD OF TRUSTEES

11.1 ***Secretary***

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees appointed the superintendent as the secretary of the Board of Trustees.

11.2 ***Assistant Secretary***

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees appointed the assistant superintendent, Business, as the assistant secretary of the Board of Trustees.

11.3 ***Parliamentarian***

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees appointed the District counsel as the parliamentarian of the Board of Trustees.

11.4 ***Chief Negotiator***

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees appointed the assistant superintendent, Human Resources, as the chief negotiator of the Board of Trustees.

12. **ESTABLISH DAY AND HOUR FOR REGULAR SCHOOL BOARD MEETINGS**

The Board of Trustees was requested to determine the calendar for the 2025 regular school Board meetings. Regular meetings will be held on Thursdays. All regular meetings will begin at 6:00 p.m. for open session.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed the dates provided and established the schedule for the 2025 regular Board of Trustees' meetings.

13. **BOARD OF TRUSTEES' APPOINTMENTS TO COMMITTEES**

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, 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.

14. **RECEPTION**

The Board of Trustees hosted a reception to honor Trustees Ron Hoshi, Brian O'Neal, and Katherine H. Smith.

15. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

15.1 ***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:

15.1.1 Good Neighbors Club, Cypress High School
15.1.2 This item was pulled prior to the adoption of the agenda.
15.1.3 Game Room, Kennedy High School
15.1.4 Adult Transition Club, Hope School
15.1.5 Indian Association Club (IAC), Western High School
15.1.6 Life Skills and Community (LSC), Western High School
15.1.7 This item was pulled prior to the adoption of the agenda.
15.1.8 Brunch Club, Walker Junior High School
15.1.9 Pep 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, following discussion, the Board of Trustees approved the school-sponsored organization applications, as amended prior to the adoption of the agenda.

RESOLUTIONS

15.2 ***Resolution No. 2024/25-B-09, Accounting of Developer Fees***

Background Information:
Government Code Sections 66006(b) and 66001(d) require the District to make annual and five-year accounting reports (Reports) of the collected developer fees (Fees) available to the public, and to the Board of Trustees for review. 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:
Pursuant to statutory requirements, the Reports for the 2023-24 fiscal year have been made available to the public 15 days prior to the District's Board meeting, and will be reviewed by the Board of Trustees prior to adopting the 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 Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2024/25-B-09. The roll call vote follows.

Ayes: Trustees Hoshi, Guerrero, Randle-Trejo, and O'Neal
Absent: Trustee Smith

15.3 ***Resolution No. 2024/25-BOT-02, Providing All Children Equal Access to Education***

Background Information:
The Board of Trustees is committed to the success of all students irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex, gender identity or expression, socio-economic status, or beliefs. The Board of Trustees believes that every school site should be a welcoming place for all students and their families. On March 17, 2017, the Board of Trustees passed Resolution No. 2016/17-BOT-05, Providing All Children Equal Access to Education, to reaffirm the Board's commitment to the support of all students. On July 12, 2018, the Board of Trustees approved Board Policy 8145.13, Response to Immigration Enforcement, consistent with the requirements of Assembly Bill 699 (2017) and Education Code Section 234.7, to reflect "immigration status" as a protected category in the anti-discrimination provisions of the Education Code.

Current Consideration:
The District's community includes a significant number of students who are immigrants or children of immigrants. Recently, many students and families are expressing fear, sadness, and concern for student safety. The Board of Trustees reaffirms the District's unequivocal commitment to providing a safe educational environment for all students, as a safe school

District for students and families regarding immigration enforcement or discrimination, to the fullest extent provided by law. Moreover, the Board of Trustees reaffirms its focus on promoting and supporting inclusiveness, as well as kindness of all students, families, and staff at all District school sites, facilities, and property under its control.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, following a lengthy discussion, the Board of Trustees adopted Resolution No. 2024/25-BOT-02. The roll call vote follows.

Ayes: Trustees Hoshi, Guerrero, Randle-Trejo, and O'Neal
Absent: Trustee Smith

PUBLIC COMMENT

Samantha Sandoval, District student, spoke on item 15.3 and the discrimination District Latino students will possibly be facing. She emphasized that District students should be able to attend school worry-free, as well as asked for support from the Board to aid in school safety for the District's Latino students.

EDUCATIONAL SERVICES

15.4 ***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 January 2023. Board Policy 7901.03 (6163.4), Student Use of Technology was last revised in January 2023.

15.4.1 Revised Board Policy 6209 (4040), Employee Use of Technology
15.4.2 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, as amended prior to the adoption of the agenda.

15.5 ***Agreement, Geoffrey Pope***

Background Information:
Dr. Geoffrey Pope's degrees in composition and conducting were completed at University of Southern California (USC), University of California, Los Angeles (UCLA), and the Eastman School of Music, where he was awarded the prestigious Walter Hagen Conducting Prize. While a doctoral conducting student at UCLA, Dr. Pope presented symphonic programs including an exploration of connections between music of Richard Wagner and Bernard Herrmann. His scholarly interests include Viennese music of the early 20th century, and the role of diegetic music in the evolution of sonic spatialization. His dissertation addressed the evolving role of instrumental music written to be performed onstage (Bühnenmusik, or banda) in German language opera, as well as the coordination issues involved in its execution and synchronization with the orchestra pit. Pope's dissertation was used as a primary support document in the Vienna State Opera musicians' petition to declare Bühnenmusik as UNESCO Intangible Cultural Heritage.

Current Consideration:
Dr. Pope will be the guest conductor for this year's High School Honor Orchestra to be held on January 30, 2025. He will work with approximately 80 students from multiple campuses to provide a professional level musical experience. The District's Honor Orchestra program was initiated in 2024, and has given the District's most advanced instrumental music students an opportunity to rehearse and perform as a District-level ensemble, led by renowned conductors/educators from across the country. The District's orchestra directors prepare students for the audition process, and then guest conductors rehearse and conduct students who are selected to be part of the Honor Orchestra program. Services will be provided January 6, 2025, through May 25, 2025.

Budget Implication:
The cost is not to exceed $1,250. (LCFF Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

15.6 ***Agreement, Matt Hazzard***

Background Information:
Dr. Matthew Lyon Hazzard is the director of Choral Activities at Mt. San Antonio College (SAC) and an award-winning Filipino-American composer. Dr. Hazzard brings a wealth of experience as a conductor and composer to Mt. SAC. He has worked with dozens of choirs as a guest artist and clinician, including professional, collegiate, community, and school choirs from across the country. He served as a rehearsal conductor with the Houston Symphony Chorus, a choral conducting intern with the Grammy Award-winning Houston Chamber Choir, as well as directed the Tenor-Bass and Treble Chorales at Fullerton College.

Current Consideration:
Dr. Hazzard will rehearse and conduct our District Honor Choirs, giving our students the opportunity to work with the most advanced students in the District on more advanced works. Dr. Hazzard will rehearse twice with the students before the performance at our District Choral Showcase. Services will be provided December 20, 2024, through May 25, 2025.

Budget Implication:
The cost is not to exceed $1,000. (LCFF Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

15.7 ***Agreement, Mark Gunderson***

Background Information:
Mark Gunderson has been teaching Instrumental Music since 1989. After teaching high school music for 24 years, he moved to his current position as band director at Kraemer Middle School in Placentia where he teaches Band to grades 7-8. He has taught nearly every type of instrumental ensemble including beginning, concert and jazz bands, orchestras, as well as classes including AP Music Theory, IB Music, Music Appreciation, guitar, piano, and Recording Technology. He is active as a clinician and adjudicator. Mr. Gunderson is a member of the Southern California School Band and Orchestra Association (SCSBOA), California Association for Music Education, and Phi Mu Alpha Sinfonia professional music fraternity. In 2023, Mr. Gunderson was also recognized by SCSBOA with the Outstanding Middle School Educator Award.

Current Consideration:
Mr. Gunderson will rehearse with our District Junior High Honor Band twice before performing with them at the 2025 Honor Band concert in January. Services will be provided January 5, 2025, through May 25, 2025.

Budget Implication:
The cost is not to exceed $1,000. (LCFF Fund)

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

15.8 ***Memorandum of Understanding (MOU), Orange County Department of Education (OCDE), The Bill and Melinda Gates Foundation***

Background Information:
OCDE received a grant from the Bill and Melinda Gates Foundation to support the work of the OC Math Leads Series: Vision Driven Math Textbook Adoption program. Currently, OCDE is partnering with local districts to provide opportunities to collaboratively explore strategies for adopting high-quality mathematics instructional materials and aligning professional learning to foster equitable mathematics instruction.

Current Consideration:
As part of this work, the District has an opportunity to receive guidance and collaborative support from OCDE regarding developing a vision for mathematics instruction and professional learning to guide mathematics instruction adoption. With the adoption of the new California Mathematics Framework in July 2023, the State Board of Education expects to release a list of high-quality instructional materials for review by local education agencies in November 2025. It is anticipated that the District will begin the instructional materials review process for mathematics at that time. The guidance provided by OCDE from this series will help to inform the mathematics instructional material review process, as well as

grant the District a stipend of $10,000 to support this work. Services are being provided August 21, 2024, through June 30, 2025.

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.

15.9 ***Service Agreement, Orange County Department of Education (OCDE), California Math Science Computer Science (CAL-MSCS)***

Background Information:
OCDE received a grant from the State of California Department of Education for California Math Science Computer Science (CAL-MSCS) for the Educational Services Division Program to support mathematics instruction. OCDE is partnering with local education agencies to learn from and collaborate alongside educators supporting students in the areas of math, science, and computer science.

Current Consideration:
As part of this work, the District has an opportunity to receive guidance and collaborative support from OCDE regarding developments in mathematics instruction, with a focus on the assets and access for Students with Disabilities and plurilingual learners. OCDE will grant the District a stipend of $5,000 to support this work. Services are being provided October 1, 2024, through June 30, 2025.

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 service agreement.

15.10 ***Agreement, Dr. Megan Stone***

Background Information:
The District participates in the Local Educational Agency Medi-Cal Billing Option Program (LEA BOP), which reimburses LEAs for the direct medical/mental health services provided by qualified staff to Medi-Cal eligible students.

Current Consideration:
The District does not currently have the personnel capacity to provide the authorizations necessary to bill Medi-Cal. Dr. Megan Stone will provide the necessary authorizations to bill Medi-Cal for treatments. Services are being provided July 1, 2024, through June 30, 2025.

Budget Implication:
The total costs for these services are not to exceed $10,000. (Special Education Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

15.11 ***Contract, Independent Vision Therapy Evaluation, Dr. Douglas Stephey***

Background Information:
The District employs 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 a special education student who disagrees with an evaluation conducted by a school district has a right to obtain an independent education evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:
The District received a request for an independent evaluation. In reviewing the information, the District determined that it was in the best interest of the student and the District to provide the independent evaluation and allow the Individualized Education Program team to consider the information. Services will be provided by June 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $1,800. (Special Education Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the contract.

HUMAN RESOURCES

15.12 ***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 2024-25 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.

15.13 ***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 2024-25 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 7:33 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:33 p.m.

15.14 ***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 2024-25 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.

15.15 ***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 2024-25 year.

Current Consideration:
The Board must hold a public hearing of CSEA's initial contract proposal to the District for the 2024-25 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 7:33 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:33 p.m.

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

Background Information:
In accordance with Board Policy 6500.01, the District's initial contract proposal to Anaheim Personnel and Guidance Association's (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 2024-25 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.

15.17 ***Public Hearing, Initial Contract Proposal, AUHSD to APGA***

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 2024-25 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 7:33 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:33 p.m.

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

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 2024-25 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.

15.19 ***Public Hearing, Initial Contract Proposal, APGA to AUHSD***

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 2024-25 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 7:34 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:34 p.m.

15.20 ***Proposed 2025-26 Student/Teacher Calendar***

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

engaged in negotiations and reached a tentative agreement for the Student/Teacher Calendar for the 2025-26 year.

Current Consideration:
The Student/Teacher Calendar specifies all teacher start/end dates, student start/end dates, vacation periods, and holidays. Additionally, the calendar designates dates for staff development days/non-student days, quarters, semesters, as well as deadlines for progress reports and grades.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees adopted the 2025-26 Student/Teacher Calendar.

16. **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 16.3 pulled by Trustee Randle-Trejo, as well as 16.9, and 16.10 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Guerrero, and Randle-Trejo
Absent: Trustee Smith

BUSINESS SERVICES

16.1 ***Agreement, Claim Retention Services, Inc.***

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 under the self-insured retention. The District has used Claim Retention Services, Inc. (CRS), which specializes in school related liability, as its TPA since 2007.

Current Consideration:
The Board of Trustees is being requested to approve the agreement, allowing CRS to continue to administer the District's property and liability claims effective January 1, 2025, through December 31, 2027.

Budget Implication:
The total cost for this service is a flat-rate of $35,000 per year. (General Fund)

Action:
The Board of Trustees approved the agreement with Claims Retention Services, Inc.

16.2 ***Piggyback Bids, Purchase Through Public Corporation or Agency***

Background Information:
The District currently has a piggyback bid with Irvine Unified School District to purchase technology equipment, peripherals, and related items with CDW Government LLC, that will expire on December 31, 2024. Public Contract Code 20118 allows a district to "piggyback"

on another public entity's existing contract to purchase various materials, supplies, and equipment.

Current Consideration:
The Board of Trustees is being requested to authorize the District to piggyback on Irvine Unified School District's Bid 23/24-01, with CDW Government LLC, to continue purchasing technology, peripherals, as well as other related items at a lower cost and at special pricing specifically for K-12 institutions in Orange County. The use of a piggyback contract is not exclusive, allowing the District to purchase similar products from other suppliers as needed.

Budget Implication:
The amount of this contract is not to exceed $1,000,000 annually. (Various Funds)

Action:
The Board of Trustees approved the District to piggyback on Irvine Unified School District's Bid 23/24-01 with CDW Government LLC, effective January 1, 2025 through December 31, 2029.

16.3 ***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 2024-25 year.

The District is required to determine whether to participate in the program for the 2025-26 year, and notify classified employees by January 1, 2025. 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 percent match
2020-21: 749 participants; 99 percent match
2021-22: 684 participants; 100 percent match
2022-23: 667 participants, 100 percent match
2023-24: 616 participants, 96 percent match

Current Consideration:
The District will notify all classified employees of the District's intent to participate in the CSESAP, December 2024. In January 2025, 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, 2025.

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 9.98 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:
On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees approved the participation in the AB 1808, Classified School Employee Summer Assistance Program. The roll call vote follows.

Ayes: Trustees Hoshi, O'Neal, Guerrero, and Randle-Trejo
Absent: Trustee Smith

16.4 ***Piggyback Bid, Purchase through Public Corporation or Agency, Flooring Services***

Background Information:
To better upkeep the District facilities, the Maintenance and Operations Department has created five and ten year maintenance plans, which include installing new carpet, resilient or epoxy flooring, and polished concrete in several classrooms throughout the year. Classrooms and other spaces are selected for this upgrade based on prioritizing their current flooring conditions.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Mike's Custom Flooring, Inc., that will allow other agencies, including local districts, to purchase flooring material, removal, and installation services. The material and services will be purchased utilizing DGS CMAS contracts 4-24-10-1041 and 4-24-10-1046. The District will utilize the contracts pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100. Utilizing the CMAS contracts is in the best interest of the District.

Budget Implication:
The annual combined cost for the CMAS contracts are approximately $600,000, starting December 1, 2024, through December 1, 2025, to include any CMAS extensions (Deferred Maintenance and Facilities Funds)

Action:
The Board of Trustees approved utilizing DGS's CMAS contracts 4-24-10-1041 and 4-24-10-1046 with Mike's Custom Flooring, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

16.5 ***Ratification of Change Order***

RFP #2022-20, Magnolia High School	P.O. #S64A0055
New Construction and Modernization	
Erickson-Hall Construction Co.	
Original Contract	$56,781,583
Change Order #1	$543,254
New Contract Value	$57,324,837

Action:
The Board of Trustees ratified the change order as listed above.

16.6 ***Notice of Completion***

RFP #2022-20, Magnolia High School	P.O. #S64A0055
New Construction and Modernization	
Erickson-Hall Construction Co.	
Original Contract	$56,781,583
Contract Changes	$543,254
Total Amount Paid	$57,324,837

Action:
The Board of Trustees authorized the assistant superintendent, Business to accept RFP #2022-20 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

16.7 ***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.

16.8 ***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 16.9, and 16.10, with the following vote.

Ayes: Trustees Hoshi, Guerrero, and Randle-Trejo
Abstain: Trustee O'Neal
Absent: Trustee Smith

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

Action:
The Board of Trustees ratified the reports November 4, 2024, through December 8, 2024.

16.10 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report November 4, 2024, through December 8, 2024.

16.11 **SUPPLEMENTAL INFORMATION**

16.11.1 ASB Fund, October 2024

16.11.2 Cafeteria Fund, September 2024

16.11.3 Enrollment, Month 4

EDUCATIONAL SERVICES

16.12 ***Amendment, Agreement, HopSkipDrive, Inc.***

Background Information:
The Transportation Department is in need to use an outside vendor to transport McKinney Vento, Foster Youth students, and on a case by case basis, students with disabilities. The District currently has an open agreement with HopSkipDrive to support the growing need to transport these students, which are required year-round.

Current Consideration:
In the diverse transportation needs of students, it is in the best interest of the District to use this vitally important transportation service to assist in providing school to home transportation.

An addendum is requested to amend the previously approved amount from $140,000 to $159,759. In addition, HopSkipDrive is adding Wheelchair Accessible Vehicles (WAV) services with a $55 fee on top of the total fare.

Budget Implication:
The total amended cost is not to exceed $159,759, annually. (LCFF Fund)

Action:
The Board of Trustees approved the amendment.

16.13 ***Agreement, Awareness in Motion, LLC***

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, LLC (AIM).

Current Consideration:
Awareness in Motion will partner with Walker Junior High School to provide a student-focused leadership development and social-emotional learning workshop for the students. Services will be provided December 20, 2024, through June 30, 2025.

Budget Implication:
The total cost for services is not to exceed $2,564.50. (Title IV Site Funds)

Action:
The Board of Trustees approved the agreement.

16.14 ***Agreement, Dr. Fernando Rodriguez-Valls***

Background Information:
The District currently serves over 800 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, the District will continue the Summer Language Academy, an enrichment program for four weeks during the month of June that will serve over 100 junior high and high school 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. Dr. Rodríguez-Valls has created partnerships with school districts, local educational agencies and universities to develop, as well as implement community-based literacy programs. Dr. Rodríguez-Valls' work focuses on equitable instructional practices for second language learners and newcomer students, 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 English Learner students. His services will also include professional development for District staff, teachers, and support staff, classroom observations, collection and analyzing of data, as well as a presentation to the District with a written report of the second-year program. Services will be provided December 20, 2024, through June 30, 2025.

Budget Implication:
The total cost for services is not to exceed $17,500. (Title III Funds)

Action:
The Board of Trustees approved the agreement.

16.15 ***Quote, Art of Education***

Background Information:
The District previously renewed its licensing for the Art of Education University application to enhance the online learning experience for teachers and students. This platform allows visual arts teachers to access thousands of premium curriculum materials, including lessons, videos, resources, and assessments. Additionally, it provides professional learning opportunities for visual arts teachers and access to summer and winter conferences. In the 2020-21 year, teachers provided feedback on applications that supplement the District's learning platforms, and Art of Education was selected as a valuable resource.

Current Consideration:
Due to an oversight, one teacher was omitted from the original renewal list and did not receive access. This agreement covers a shortened nine month subscription for that teacher to finish out the 2024-25 year. Services for this individual subscription are being provided November 1, 2024, through July 31, 2025.

Budget Implication:
The total cost for these services is not to exceed $730.53. (Title IV Funds)

Action:
The Board of Trustees ratified the quote.

16.16 ***Agreement, Simon Builders Program***

Background Information:
The Simon Builders Program teaches students to build using hands-on learning experiences that parallel the workplace. Students build for four hours each day and then attend their academic classes for four hours. They work together as teams, thinking, planning, problem solving, and assessing whether their work is up to standard. Students receive minimum wage for up to eight hours per week and build a tiny house that is inspected by a third-party professional, so that it can be legally sold and occupied when completed. Students who complete the program are able to show potential employers a year of work experience, list a professional reference, provide an OSHA-10 Safety Certification, and cite over 1,000 hours of knowledge and skills training in multiple trades. Students at Anaheim High School and Western High School currently participate in the Simon Builders Program.

Current Consideration:
The District would like to enter into a no cost agreement with Simon Builders to continue offering its services to the District. Services will be provided December 20, 2024, through December 19, 2027.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

16.17 ***Amendment, Agreement, Orange County Department of Education (OCDE), Education and Innovation Research Grant***

Background Information:
By 2026, the U.S. Bureau of Labor Statistics projects 1.5 million computing jobs, but only 400,000 skilled students. Nationwide, female and Latinx students are significantly underrepresented in computer science (CS). In the 2018-19 year, only 3 percent of students enrolled in CS courses, and in the 2020-21 year, just 29 percent of CS enrollees were female, and 40 percent were Latinx. The EIR Grant with OCDE aims to empower educators to foster equitable participation in inclusive CS courses.

Current Consideration:
The original MOU was approved by the Board of Trustees on September 13, 2022, and has been amended three times on the following dates: December 13, 2022, November 16, 2023, and March 7, 2024. We are requesting a fourth amendment to the MOU to reflect changes OCDE has made to provide additional funds to the District for the grant, specifically an increase in grant funds over the three-year period from $689,950 to $723,950. The increase in grant funds is in response to additional teachers joining this year's grant cohort and will provide money to support grant work, including the purchase of materials to be used for instruction at the grant sites.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment to the agreement.

16.18 ***Agreement, Eunyoung Kang Sohng***

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. Eunyoung Sohng is a dedicated pianist/accompanist active in the Los Angeles area. After receiving her Bachelors in Food Technology and continuing her studies in English Literature in Korea University and Theology Seminary, she chose music as her lifetime career. She holds a Bachelors in Music from the University of La Verne, and an MFA in Collaborative Piano from the University of California, Irvine. This year, the Honor Choirs will perform at the finale of the Choral Showcase, which is scheduled for January 24, 2025.

Current Consideration:
Eunyoung will be the piano collaborative artist for the 2025 Honor Choirs. She will rehearse twice with the students before performing with them on January 24, 2025, at our Choral Showcase. Services are being provided December 16, 2024, through May 25, 2025.

Budget Implication:
The cost is not to exceed $750. (LCFF Fund)

Action:
The Board of Trustees ratified the agreement.

16.19 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

16.20 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee recommended the selected books for English language arts and English language development courses. The books have been made available for public view. Future purchases of these materials will be paid by Lottery Funds and Committed Textbook Funds.

Action:
The Board of Trustees adopted the selected materials.

16.21 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in English language arts and 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 20, 2024, through January 16, 2025.

Action:
The Board of Trustees approved the display.

16.22 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

16.23 ***2023-24 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), California School Employee Association (CSEA), and Management (MGMT) employee groups.

The proposed modifications include the following:

- AFSCME: Revision of the year in the salary schedule title to 2023/2024.

- CSEA: Establishment of Wellness Coach Specialist based on recommendations approved by the Personnel Commission on November 12, 2024. Classification title revision of Workability Placement Specialist to Employment Specialist based on recommendations approved by the Personnel Commission on October 8, 2024.
- MGMT: Establishment of Supervising Human Resources Analyst based on recommendations approved by the Personnel Commission on November 12, 2024.

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 revised salary schedules for the AFSCME, CSEA, and MGMT employee groups as submitted.

16.24 ***2024-25 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 the 2024-25 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.

16.25 ***Agreement, American Red Cross***

Background Information:
The District utilizes health and wellness professionals to provide targeted programs and services that fulfill the mission and vision of the AUHSD employee wellness program. The American Red Cross will be conducting blood drives at District school sites.

Current Consideration:
Participation in the blood drive is voluntary. Information shared with the District will be aggregated and will not identify any single individual. Services will be provided January 1, 2025, through December 31, 2028.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

16.26 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

16.27 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted, as amended prior to the adoption of the agenda.

SUPERINTENDENT'S OFFICE

16.28 ***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 173 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 has connected us 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 continue to strengthen our business collaboration with educational institutions and community partners.

Budget Implication:
The cost of the membership for the 2024-25 year is not to exceed $3,500. (General Fund)

Action:
The Board of Trustees approved the membership.

16.29 ***Conferences and/or Meetings***

It was recommended that the Board of Trustees approves the attendance to the following conferences for superintendent and/or Board of Trustees with payment of necessary expenses (registration, travel, hotel, parking, ground transportation, etc.)

16.29.1 AI K12 Deeper Learning Summit, February 28, 2025, through March 1, 2025, Anaheim, CA, at a cost not to exceed $100. (General Fund)

16.29.2 ASU+GSV and ASU+GSV Summit, April 5, 2025, through April 9, 2025, San Diego, CA, at a cost not to exceed $1,500. Registration is paid by ASU+GSV. (General Fund)

Action:
The Board of Trustees approved for the superintendent and/or Board of Trustees to attend the conferences.

16.30 ***Board of Trustees' Meeting Minutes***

November 14, 2024, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

17. BOARD OF TRUSTEES' REPORT

Trustee Hoshi stated he attended Western High School's Nutcracker performance, CSBA Conference, Kennedy High School's Choir Concert, Savanna High School's Band Winter Concert, Ball Junior High's Choir Concert, Cypress High School Choir Concert, Orangeview Junior High School's Music Department Showcase, as well as the GEAR UP Conference. Additionally, he gave some words of encouragement to Trustee Guerrero, as she was the keynote speaker at the GEAR UP Conference.

Trustee Guerrero said she attended the AUHSD Nutcracker performance, CSBA Conference, Insurance Committee Meeting, GEAR UP Conference, District 4 Holiday Drive-Thru Toy Distribution held at Loara High School, as well as Ed Prange Gym Dedication Ceremony at Loara High School. Additionally, she thanked Loara High School staff for their support during the toy drive.

Trustee Randle-Trejo reported she attended the Ed Prange Gym Dedication Ceremony at Loara High School, CSBA Conference, AUHSD Esports Tournament, as well as a ROP Board Meeting.

Trustee O'Neal reported he attended Kennedy High School's Murder Mystery Dinner, City of La Palma Meeting, CSBA Conference, JROTC Military Ball, AUHSD Esports Tournament, ROP Board Meeting, Kennedy High School and Walker Junior High School's Band Winter Concert, Hope School's play *On Broadway*, Kennedy High School's staff lunch, as well as the first graduation meeting.

18. ADVANCE PLANNING

18.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, January 16, 2025, at 6:00 p.m.

Thursday, February 13
Thursday, March 6
Thursday, April 10
Thursday, May 8
Thursday, June 5
Thursday, June 12
Thursday, July 17
Thursday, August 7
Thursday, September 11
Thursday, October 16
Thursday, November 13
Thursday, December 11

18.2 ***Suggested Agenda Items***

Trustee Randle-Trejo requested a Visual and Performing Arts report, regarding the courses our District offers.

19. **ADJOURNMENT**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:55 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 16, 2025

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 3:30 p.m.

Present: Brian O'Neal, president; Jessica Guerrero, clerk; Annemarie Randle-Trejo, assistant clerk; Ron Hoshi, and Katherine H. Smith, 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.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 5 of the agenda, pull item 11.2
- Page 11 of the agenda, item 12.8, replace 2023-24 year with the correct year of 2024-25
- Page 18, replace page to correct item 12.27.3
- Exhibit G, replace page 17 to correct format and page 37 to replace Corona Norco Unified School District with Anaheim Union High School District

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Smith, Hoshi, Randle-Trejo, Guerrero, and O'Neal

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:33 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 6:03 p.m.

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

Student Representative to the Board of Trustees Erin Baek 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 Guerrero reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

5.3.2 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in Orange County Superior Court Case No. 30-2023-01336600-CU-PO-CJC.

5.3.3 No reportable action taken regarding existing litigation.

5.3.4 No reportable action taken regarding negotiations.

5.3.5 No reportable action taken regarding personnel.

5.3.6 No reportable action taken regarding personnel.

5.3.7 The Board of Trustees unanimously voted to suspend, without pay for 15 days, employee HR-2024-25-06.

Maria Rafael, director of Purchasing and Central Services, thanked the Board and Dr. Nien for the opportunity. She also shared her excitement about the new role and looks forwards to serving the AUHSD community.

6. **RECOGNITIONS**

6.1 ***Puente Statewide Academic and Leadership Award, Class of 2025***

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.

Itzel Cordova, Anaheim High School
Nayeli Valdepena, Loara High School
Abril Ortega Cortez, Magnolia High School
Michelle Mendoza, Savanna High School
Han Nguyen, Western High School

6.2 ***Honor Outgoing Board President***

The Board of Trustees honored Trustee Randle-Trejo for her service as Board president from December 2023 through December 2024.

7. **ITEMS OF BUSINESS**

BUSINESS SERVICES

7.1 ***Financial Audit for Fiscal Year 2023-24***

Background Information:
California Education Code Section 41020 requires that school districts provide an annual audit of all funds under the District's jurisdiction using an independent auditor and report 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 has been 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, 2024.

7.2 ***Bond Audit Report for Fiscal Year 2023-24***

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 in February 2025. California Education Code Section 15286 requires that 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 2023-24 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, 2024.

8. **REPORTS**

8.1 ***Student Representative's Report***

Student Representative to the Board of Trustees Erin Baek reported on Districtwide events, such as RSVP summits at various school sites, winter assemblies, and donation drives.

8.2 ***Student Speakers***

There were no requests to speak.

8.3 ***Reports of Associations***

Geoff Morganstern, ASTA president, highlighted the contributions of ASTA members in various committees, including the Teacher Input Group, Special Education Input Group, Insurance Committee, Student Discipline Task Force, LCAP Steering Committee, Bargaining Teams, and Budget Stabilization Committee.

Heather Huttner, CSEA president, expressed gratitude to the Board and acknowledged Board Appreciation Month. She gave a shout out to classified staff, with an emphasis on Dale and Lexington junior high schools' front office staff, Graphic Arts Department, Maintenance and Operations Department, senior administrative assistants, librarians, and health technicians, for their contributions in ensuring the smooth functioning of schools. Lastly, she addressed the importance of supporting employees.

Brittany Bouska, APGA co-president, congratulated the Puente award recipients and acknowledged the counselors' dedication to supporting students. Additionally, she spoke of the positive collaboration between counselors and eKadence.

Jennifer Sasai, ALTA president, relayed her appreciation to the Board during Board Appreciation Month. She also reported on the Anaheim Collaborative Family Summit, donation drives across the District in response to the recent wildfires, attendance improvements at school sites, as well as congratulated Cambridge Virtual Academy for securing a $15,000 sustainability grant from the Anaheim Public Utilities. Lastly, she dedicated a moment of remembrance to former Lexington Junior High School Principal Sam Joo.

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

There was no report.

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

9.1 Mazatl Tepehyolotzin, community member, revisited the removal of the colonist mascot at Anaheim High School sharing that funding is available through AB 1821.

9.2 Art Castillo, community member, emphasized concerns about student safety, education, and the importance of having a voice in the community.

10. **SUPERINTENDENT AND STAFF REPORT**

Dr. Fried shared an update in response to potential federal immigration policy changes and urged all families to update their contact information with their school site. He also highlighted the

District's partnerships with the Chan Zuckerberg Initiative, UC Irvine, and eKadence. Lastly, he expressed appreciation for the Board's dedication and hard work during Board Appreciation Month.

Mr. Saldivar praised Carlos Hernandez, director of Family and Community Engagement, and his team for their efforts in the Anaheim Collaborative Family Summit. In addition, he reminded the community about the upcoming LCAP meetings.

11. **ITEMS OF BUSINESS**

RESOLUTIONS

11.1 ***Resolution No. 2024/25-B-10, Signature Authorization***

Background Information:
The Board of Trustees was requested to adopt Resolution No. 2024/25-B-10, Signature Authorization. In accordance with Education Code Section 42633, the governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person authorized to sign orders in its name.

Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order.

Current Consideration:
The Orange County Department of Education requires that all designated personnel authorized to sign various documents, and as listed on the attached resolution, be approved by the Board of Trustees.

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. 2024/25-B-10. The roll call vote follows.

Ayes: Trustees Smith, Hoshi, Randle-Trejo, Guerrero, and O'Neal

11.2 This item was pulled prior to the adoption of the agenda.

11.3 ***Resolution No. 2024/25-E-11, White Out Tobacco/Ctrl Alt Delete Nicotine Week 2025***

Background Information:
White Out Tobacco/Ctrl Alt Delete Nicotine Week 2025 is a week of activism (previously called Through With Chew Week) 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, as well as oral nicotine pouches; encourage youth to reject the tobacco industry's deceptive marketing and stay tobacco/vape-free; and urge elected officials to take action to protect kids from tobacco products, vapes, as well as nicotine.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2024/25-E-11 for White Out Tobacco/Ctrl Alt Delete Nicotine Week 2025, February 18-21, 2025. 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, as well as oral nicotine pouches and increase awareness of the negative health effects of using tobacco, vapes, and nicotine products.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2024/25-E-11. The roll call vote follows.

Ayes: Trustees Smith, Hoshi, Randle-Trejo, Guerrero, and O'Neal

11.4 ***Resolution No. 2024/25-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. 2024/25-HR-02, National School Counseling Week, declares the week of February 3, 2025, through February 7, 2025, 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 Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2024/25-HR-02, National School Counseling Week. The roll call vote follows.

Ayes: Trustees Smith, Hoshi, Randle-Trejo, Guerrero, and O'Neal

BUSINESS SERVICES

11.5 ***New Board Policy 1230, School-Connected Organizations, First Reading***

Background Information:
Education Code 51521 states "No person shall solicit any other person to contribute to any fund or to purchase any item of personal property, upon the representation that the money received is to be used wholly or in part for the benefit of any public school or the student body of any public school, unless such person obtains the prior written approval of the governing board of the school district."

Current Consideration:
Establishing Board Policy 1230 and the accompanying administrative regulations will allow the Board to fulfill its legal and fiduciary responsibility to manage District operations regarding school-connected organizations.

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 of Trustees reviewed Board Policy 1230, School-Connected Organizations, as amended prior to the adoption of the agenda.

EDUCATIONAL SERVICES

11.6 ***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 January 2023. Board Policy 7901.03 (6163.4), Student Use of Technology was last revised in January 2023.

11.6.1 Revised Board Policy 6209 (4040), Employee Use of Technology
11.6.2 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 Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed and approved the revised Board Policies listed above.

11.7 ***Career Technical Education Advisory Membership***

Background Information:
As part of the Carl D. Perkins Grant requirements, the District must appoint and meet with an advisory group to develop and maintain a Comprehensive Local Needs Assessment (CLNA) to guide the spending of Perkins funds. The advisory group should be made up of parents, students, academic and CTE teachers, faculty, administrators, career guidance and academic counselors, representatives of business and industry, representatives of special populations, as well as other interested individuals in the development, implementation, and evaluation of CTE programs.

Current Consideration:
The District would like to formally report the membership of its Career Education Advisory.

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 received the information.

11.8 ***Agreement, Dr. June Ahn***

Background Information:
Dr. June Ahn works on behalf of the Orange County Educational Advancement Network (OCEAN), which is a network of partnerships between K-12 schools, nonprofit organizations, and the University of California, Irvine (UCI) School of Education. OCEAN engages in actionable scholarship to positively impact diverse communities through research-practice partnerships. Its mission is to help develop community partnerships that foster collaboration, mutual respect, community needs and priorities, as well as the use of research to improve learning and education in our region. Dr. June Ahn and OCEAN collaborated with the District on behalf of the Anaheim Collaborative to apply for the Profiles in Collective Leadership (PCL) grant with Carnegie Corporation of New York and Transcend. The Anaheim Collaborative was awarded the grant in April 2024.

Current Consideration:
As part of the PCL grant action plan, the District would like to hire Dr. June Ahn to further develop stakeholder input into the features and practices that the District develops to create, as well as monitor metrics of the 5Cs and college and career readiness. Dr. June Ahn will focus on staff, student, and parent input in developing metrics and practices that support whole child education. Services are being provided January 10, 2025, through May 23, 2025.

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

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

11.9 ***Agreement, aiEDU***

Background Information:
The District is entering into a partnership with aiEDU to enhance Artificial Intelligence (AI) literacy and readiness for students, staff, and families. This partnership aligns with the District's commitment to preparing students for an AI-driven future. aiEDU, a nonprofit organization, will provide professional learning, strategic advisory support, and curricular resources designed to integrate AI concepts into teaching and learning. This initiative aims to serve all students, with particular attention to English Learners, foster youth, and students from low-income families. Services will include professional learning for teachers and administrators, the implementation of policies for safe AI use, and supporting our AI Work Group at the District level to ensure AI literacy implementation meets the needs of our students.

Current Consideration:
The agreement formalizes the collaboration between the District and aiEDU for the 2024-25 year. The program will initially focus on providing professional learning for teachers and administrators, in addition to developing AI literacy curricula tailored to student needs. aiEDU will also work with the District to support our AI Work Group, assess District readiness using the AI Readiness Rubric, and guide the development of a safe use policy. The collaboration is expected to empower educators with knowledge and tools for AI integration and foster an AI-ready culture across the District. Services are being provided January 6, 2025, through July 31, 2025.

Budget Implication:
There is no impact to the budget. The partnership is supported by philanthropic grants awarded to aiEDU. Total funding for the proposed services is $90,000, covering strategic advisory services, professional learning sessions, and progress monitoring. The District will not incur any direct costs for this initiative.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

12. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.5, 12.6, and 12.26 pulled by Trustee O'Neal, as well as 12.13 pulled by Trustee Randle-Trejo. The roll call vote follows.

Ayes: Trustee Smith, Hoshi, Randle-Trejo, Guerrero, and O'Neal

BUSINESS SERVICES

12.1 ***Piggyback for Video Management Software (VMS) and Related Services***

Background Information:
The Board of Trustees approved the installation of additional surveillance at the July 14, 2022, Board meeting. These cameras require additional Milestone XProject VMS licenses in order to program, access, view, and operate them in conjunction with existing cameras.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with HCI Systems, Inc. The software, ongoing support, and services will be purchased utilizing DGS CMAS contract 322-12-1045. Services will be provided concurrently with existing licenses through January 31, 2030. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:
The cost is not to exceed $252,143. (LCFF Funds)

Action:
The Board of Trustees approved the purchase of software utilizing DGS's CMAS contract 322-12-1045 to HCI Systems, Inc., pursuant to Public Contract Code Sections 10298.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

12.4 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees ratified items 12.5 and 12.6, with the following vote.

Ayes: Trustees Smith, Hoshi, Guerrero, and Randle-Trejo
Abstain: Trustee O'Neal

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

Action:
The Board of Trustees ratified the reports December 9, 2024, through January 5, 2025.

12.6 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report December 9, 2024, through January 5, 2025.

12.7 **SUPPLEMENTAL INFORMATION**

12.7.1 Cafeteria Fund, October 2024

12.7.2 Enrollment, Month 5

EDUCATIONAL SERVICES

12.8 ***2024-25 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, as amended prior to the adoption of the agenda.

12.9 ***2024-25 Parent and Family Engagement Policies***

Background Information:
The governing board of each school district shall establish and adopt a written parent and family engagement policy and program for each school in the district that receives funds under Title I, Part A of the Elementary and Secondary Education Act (ESEA), as amended by the Every Student Success Act (ESSA). Board Policy 91300 (6020), Parent and Family Engagement, reflects this requirement within the administrative regulations.

Current Consideration:
Each policy, recently distributed to the Board of Trustees, and available to the public, includes information pertaining to school site parent and family engagement activities and programs.

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 policies listed above.

12.10 ***Amendment, Spyder 3D, LLC, Gilbert High School***

Background Information:
Spyder 3D is a small company with a vision: to empower all students with the skills and opportunities needed for success. Their flagship initiative, SpyderLab, is a comprehensive engaging graphic media production and digital fabrication program designed to equip high school students with essential design, technical, and business skills, preparing them for a wide array of career paths. SypderLab has demonstrated remarkable success in several California high schools. The program has seen graduates pursue further education in related fields, while others have secured employment with companies seeking the specific technical, creative, and business competencies fostered by the program. SpyderLab benefits a diverse student body, including both "at promise" students who may struggle academically. The program offers students a chance to explore their creativity, gain certification in technical skills, and thrive in a collaborative, business-oriented environment.

Current Consideration:
The Board of Trustees was requested to amend the agreement previously approved on June 13, 2024. An amendment was requested to increase the service from two days to five days of support. All other terms and conditions remain intact.

Budget Implication:
An additional $17,100 was requested to increase from the previous amount of $204,956.25. The new amended amount is at a total not to exceed $222,056.25. (Equity Multiplier Funds)

Action:
The Board of Trustees approved the amendment.

12.11 ***Amendment, Agreement, Kopius***

Background Information:
The District has created an extensive library of reports that extends the reporting in our student information systems, Aeries. Staff have recently expanded report offerings from traditional, columnar reports to interactive data visualizations using Microsoft Power BI.

Current Consideration:
The amended agreement includes a master services agreement (MSA) between the District and Kopius, Inc. that augments the statement of work and non-disclosure agreement Board approved in November. Services are being provided December 1, 2024, through March 31, 2025.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees ratified the amendment.

12.12 ***Amendment, Agreement, Girls Incorporated of Orange County***

Background Information:
Girls Inc. is a private, nonprofit agency, which has been serving girls ages four-and-a half to eighteen years, since 1954. They are an affiliate of the national Girls Inc., which serves approximately 125,000 girls annually across the United States and Canada. Girls Inc. develops research-based supplementary educational programs that encourage girls to

master physical, intellectual, and emotional challenges. The programs focuses on career and life planning, health education, leadership, community action, self-reliance and life skills, as well as cultures and heritage, academic achievement, participation in sports, excellence in math, science, and technology.

Current Consideration:
The Board of Trustees was requested to amend the agreement previously approved on September 12, 2024, with Girls Incorporated of Orange County. An amendment was requested to add Katella High School to receive services that will be covered through a grant. All other terms and conditions remain intact.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment.

12.13 ***Agreement, eKadence Learning Foundation***

Background Information:
eKadence is a nonprofit foundation that produced a state-of-the-art learning management system (LMS), designed by teachers and counselors, and focused on whole child metrics and integration with the student information system. eKadence uses a framework focused on 21st century skills coupled with traditional college and career preparedness that uniquely demonstrate soft, as well as hard skill competencies. eKadence collaborated with Anaheim Union High School District on behalf of the Anaheim Collaborative to apply for the Profiles in Collective Leadership (PCL) grant with Carnegie Corporation of New York and Transcend. The Anaheim Collaborative was awarded the grant in April 2024.

Current Consideration:
As part of the PCL grant action plan, the District would like to hire eKadence to further develop stakeholder input into the features created in eKadence. eKadence will focus on staff, student, and parent input in developing metrics that support whole child education. eKadence will continue to develop reporting to improve services to staff, students, and families. Services will be provided January 17, 2025, through May 23, 2025.

Budget Implication:
The total cost for the five sessions is not to exceed $15,000. (Carnegie Grant Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

12.14 ***Agreement, Orange County Department of Education (OCDE), Language Services***

Background Information:
Plurilingual Services provides translation and interpretation services via employed translator/interpreters in Spanish, Korean, and Vietnamese. There are over 60 languages represented by families and students in the District. There are many languages that the District is not able to support with District staff. Families require periodic translation and/or interpretation services in many different languages, to assist with health, safety, and mandated educational issues. As a result, the District must contract with outside translation/interpretation providers, especially of rare languages.

Current Consideration:
The OCDE Language Services provided translation and interpretation services in the years preceding the pandemic in Farsi, Hindi, Urdu, Tagalog, Punjabi, and Bengali, as well as Mandarin Chinese. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. As immigration increases, it is projected that this demand will continue to increase in the 2024-25 year. Services are being provided July 15, 2024, through June 30, 2025.

Budget Implication:
The cost for these as-needed services is not to exceed $20,000. (LCFF Funds)

Action:
The Board of Trustees ratified the agreement.

12.15 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee recommended the selected books for English language arts and dual enrollment courses. The books have been made available for public view. Future purchases of these materials will be paid by Lottery Funds and Committed Textbook Funds.

Action:
The Board of Trustees adopted the selected materials.

12.16 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in World Languages. 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 17, 2025, through February 13, 2025.

Action:
The Board of Trustees approved the display.

12.17 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.18 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

12.19 ***Agreement, California State University, Fullerton***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District school sites. The District has had an agreement in place with California State University, Fullerton since 2001.

Current Consideration:
University students will meet with District supervisors to participate in learning activities that best meet their individual academic needs and goals. This agreement provides opportunities for the student to observe, participate, and assist in the professional field related to the student's academic field of study. Supervisors will model to the student professional, ethical, and appropriate behavior. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be in effect January 17, 2025, through January 16, 2030.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

12.20 ***Agreement, Student Teaching, California State University, Fullerton***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District school sites. The District has had a student teaching agreement in place with California State University, Fullerton since 2001.

Current Consideration:
This agreement is a renewal of the current agreement already in place with California State University, Fullerton. The current agreement expires June 30, 2025. University students will meet with school site master teachers to be involved in the students' preparation for student teaching. This agreement provides opportunities for student teachers to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be in effect July 1, 2025, through June 30, 2030.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

12.21 ***Agreement, Teaching Internship, California State University, Fullerton***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District school sites. Intern agreements permit university students to provide services to District students as a paid employee of the District. The District has had various student teaching and intern agreements in place with California State University, Fullerton (CSUF), since 2003.

Current Consideration:
The intern agreement with CSUF is a renewal agreement. University students will meet with school site master teachers to be involved in the students' preparation for internship. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the intern teacher. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective July 1, 2025, through June 30, 2028.

Budget Implication:
The services are provided as a budgeted annual expense. Intern teachers will be placed on the Teacher Salary Schedule according to District policies regarding previous experience and/or education. (General Fund)

Action:
The Board of Trustees approved the agreement.

12.22 ***Memorandum of Understanding (MOU), Azusa Pacific University***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District school sites. The District has had agreements in place with Azusa Pacific University since 2003.

Current Consideration:
Students will work under the supervision of District personnel relevant to their field of study to develop skills that prepare them for a career in education. This agreement provides opportunities for students in their respective fields to observe, participate, and assist. Additionally, District personnel will model professional attire, development, and conduct. This agreement is in effect January 1, 2025, through June 30, 2029.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees ratified the MOU.

12.23 ***2024-25 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, 2024, through December 31, 2024, 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.

12.24 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

12.25 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

12.26 ***Public Disclosure of OCDE Consulting Agreement***

Background Information:
The Board of Trustees employs the superintendent pursuant to a written employment agreement, which permits the superintendent to engage in outside undertakings for compensation, so long as they do not interfere with the performance of his duties to the District. Board Policy 6203.03, Incompatible Activities of School Employees, defines the scope of outside employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to an employee's duties to the District.

Current Consideration:
The Orange County Department of Education (OCDE) has requested that the superintendent provide paid consulting support in pursuit of a countywide initiative related to artificial intelligence (AI) and its integration in education. The District is not a party to the agreement between OCDE and the superintendent. As a matter of transparency, it was requested that the Board approve the superintendent's release for up to four hours per month, January 2025 through June 2025, inclusive, to provide the requested consulting services to OCDE. Such release is consistent and compatible with the superintendent's duties and the interests of the District. The superintendent will be responsible for any required conflict of interest reporting pursuant to Policy 6203.01 (9270).

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the superintendent's release to support OCDE's initiatives related to AI, with incidental use of District technology related to that support.

12.27 ***Conferences and/or Meetings***

It was recommended that the Board of Trustees approve the attendance to the following conferences for the superintendent with payment of necessary expenses (registration, travel, hotel, parking, ground transportation, etc.)

12.27.1 aiEDU, January 22, 2025, Silicon Valley, CA, at a cost not to exceed $800. (Carnegie Funds)

12.27.2 2025 CAAPLE Annual Conference, February 3, 2025, through February 4, 2025, San Jose, CA, at a cost not to exceed $800. (Carnegie Funds)

12.27.3 California Civic Learning Summit, February 5, 2025, through February 6, 2025, Sacramento, CA, at a cost not to exceed $800. Costs will be reimbursed by the California Civic Learning Summit. (General Fund)

12.27.4 K-12 Innovation Alliance Summit, February 11, 2025, through February 12, 2025, Tempe, AZ, at a cost not to exceed $1,500. Registration paid by Arizona State University. (General Fund)

Action:
The Board of Trustees approved for the superintendent to attend the conferences, as amended prior to the adoption of the agenda.

12.28 ***Board of Trustees' Meeting Minutes***

December 12, 2024, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

13. **BOARD OF TRUSTEES' REPORT**

Trustee Smith reported she attended the Insurance Committee Meeting, Student Discipline Task Force Meeting, as well as thanked the Business Services staff for their work.

Trustee Hoshi indicated he attended the staff breakfast at Sycamore Junior High School, Student Discipline Task Force Meeting, Celebration of Life for John Dahlem, Teacher of the Year presentations at Orangeview Junior High School and Cambridge Virtual Academy, Coffee with the Principal at Lexington Junior High School, Orangeview Junior High School and Western High School's Coffee with the Principal, Anaheim Collaborative Family Summit, and Parent Involvement Group Meeting, as well as participated in a student interview.

Trustee Randle-Trejo said she attended the ROP Board Meeting and a mock graduation for a Cypress High School student. She thanked the Business Services Department for their work, as well as congratulated Superintendent Matsuda for receiving the California Association of Asian Pacific Leader's Superintendent Award of the Year.

Trustee Guerrero stated she attended the football banquet for Anaheim High School's football team, Insurance Committee Meeting, Anaheim High School versus Loara High School basketball game, and the Anaheim Collaborative Family Summit.

Trustee O'Neal acknowledged an email from Mr. Snider regarding the dedication of the Ed Prange Gymnasium, and reported he attended a Graduation Meeting, Greenband Performance at the AUHSD Performing Arts Center, ROP Board Meeting, as well as the Anaheim Collaborative Family Summit.

14. ADVANCE PLANNING

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, February 13, 2025, at 6:00 p.m.

Thursday, March 6
Thursday, April 10
Thursday, May 8
Thursday, June 5
Thursday, June 12
Thursday, July 17
Thursday, August 7
Thursday, September 11
Thursday, October 16
Thursday, November 13
Thursday, December 11

14.2 ***Suggested Agenda Items***

15. ADJOURNMENT

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:37 p.m., in memory of the wildfire victims.

Approved _____
Clerk, Board of Trustees