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: March 1, 2024

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

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

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

Thursday the 7th day of March 2024

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, March 5, 2024, 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
Amended Agenda
Thursday, March 7, 2024
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, March 5, 2024, 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, March 5, 2024, 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 No: 30-2021-01236120).

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/appointment/reassignment, HR-2023-24-06.

4.6 To consider matters pursuant to Government Code Section 44954: Release of temporary certificated employees. **[CONFIDENTIAL]**

4.7 To consider matters pursuant to Education Code Section 44929.21: Non-reelection of probationary certificated employee HR-2023-24-10, HR-2023-24-60, HR-2023-24-61, and HR-2023-24-62 for the next school year.

4.8 To consider matters pursuant to Education Code Section 48918: Expulsion of student(s) 23-02 and 23-17. **[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 Daniella Ruiz 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. PRESENTATIONS *INFORMATION ITEMS*

6.1 ***2023-24 Second Interim Budget Report***

Background Information:
Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. This certification shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State

Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certification shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the state controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). This certification shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the Board of Trustees to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:
The Board of Trustees will receive a presentation from the Business Office regarding the District's fiscal solvency.

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.

6.2 ***Measure H Citizens' Oversight Committee Annual Report (March 2023–February 2024)***

Background Information:
Pursuant to Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, a school district is required to establish a Citizens' Oversight Committee (COC) upon the passing of a local general obligation bond for the construction, reconstruction, rehabilitation, or replacement of school facilities. The COC's duties include informing the public concerning the District's expenditure of the bond proceeds, reviewing the expenditure reports produced by the District, and presenting an annual report with a focus on bond expenditure compliance to the Board of Trustees.

Current Consideration:
The COC is prepared to fulfill its duties of informing the public of its proceedings, as well as its activities for the year. The annual report will be presented to the Board of Trustees in open session, and it will be posted on the Blueprint for the Future website.

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.

7. **REPORTS** ***INFORMATION ITEMS***

7.1 ***Student Representative's Report***

Daniella Ruiz, student representative to the Board of Trustees, will report on student activities throughout the District.

7.2 ***Student Speakers***

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

7.3 ***Reports of Associations***

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

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

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

8. **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.

9. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

9.1 ***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 applications.

Current Consideration:
The following schools have submitted school-sponsored student organization applications:

9.1.1 LAS 2 Coffee Cart, Kennedy High School **[EXHIBIT A]**
9.1.2 Walker Role Playing Club, Walker Junior High School **[EXHIBIT B]**

Budget Implication:
Each school-sponsored student organization offsets operational costs through donations and fundraising efforts.

Staff Recommendation:
It is recommended that the Board of Trustees approve the school-sponsored organization applications.

RESOLUTIONS

9.2 ***Resolution No. 2023/24-B-12, Adjustments to Income and Expenditures, General Fund; Resolution No. 2023/24-B-13, Adjustments to Income and Expenditures, Various Funds; and the 2023-24 Second Interim Report*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and based on current forecasts, for the two subsequent fiscal years. This certification shall be based upon the Board of Trustees' assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127, the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Section 95 to 100, inclusive, the Revenue and Taxation Code, as well as ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certification shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction, for the purposes of determining subsequent actions by the superintendent of public instruction, the state controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). This certification shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will be able to meet its financial obligations for the remainder of the fiscal year and the two subsequent fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will not meet its financial obligations for the current fiscal year or subsequent fiscal years.

Current Consideration:
In certifying the 2023-24 Second Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Budget Implication:
As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2023/24-B-12, Adjustments to Income and Expenditures, General Fund; and Resolution No. 2023/24-B-13, Adjustments to Income and Expenditures, Various Funds authorizes budget adjustments, per Education Code Sections 42602 and 42610.

Staff Recommendation:

1. It is recommended that the Board of Trustees adopt Resolution No. 2023/24-B-12 and Resolution No. 2023/24-B-13, by a roll call vote. **[EXHIBITS C and D]**
2. It is recommended that the Board of Trustees approve the positive certification of the 2023-24 Second Interim Report that the District is able to meet its financial obligations. **[EXHIBIT E]**

9.3 ***Resolution No. 2023/24-B-14, Establish the Special Reserve for Capital Outlay Projects Fund No. 4042*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Education Code Section 42841 allows school districts to establish a Special Reserve Fund to Capital Outlay Projects in order to account separately for the accumulation of funds for capital outlay purposes.

The main source of revenue for this fund will be from funds that have been committed in the General Fund for capital outlay purposes.

Current Consideration:
This resolution will create the Special Reserve for Capital Outlay Project Fund, which will provide the District a method of segregating funds for the purpose of capital outlay projects. This will be sub-fund number 4042.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-B-14, by a roll call vote. **[EXHIBIT F]**

9.4 ***Resolution No. 2023/24-F-07, Approval of Notice of Exemption for the Western High School Site Improvements Project*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
On June 16, 2022, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. The Western High School Site Improvements Project (Project) is one of the projects identified in the approved FMP.

The scope of work of the Project includes: (1) Site improvements to address hardscape deficiencies, safety, and accessibility issues at the school entry; (2) Entry quad renovation and outdoor learning space; (3) Installation of entry shade structure; (4) Installation of additional security fencing; (5) Installation of drought tolerant landscaping and water efficient irrigation system throughout area of work; (6) Technology infrastructure; (7) Installation of exterior lighting; (8) Replacement of site utilities within area of work; and (9) Modernization of campus including, but not limited to painting, restrooms upgrades, flooring replacement, and ceiling replacement.

Current Consideration:
The District is required, pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., to evaluate each potential public works project to

determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for categorical exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a notice of exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for a period of 30 days.

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

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-F-07, approving the NOE for the Project and direct that the NOE be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT G]**

9.5 ***Resolution No. 2023/24-F-08, Approval of Notice of Exemption for the Western High School Gyms Modernization Project (Roll Call Vote)*** ***ACTION ITEM***

Background Information:
On June 16, 2022, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. The Western High School Gyms Modernization Project (Project) is one of the projects identified in the approved FMP.

The scope of work of the Project includes: (1) Replacement of the bleachers in the two gymnasiums; (2) Replacement of the flooring in the two gymnasiums; (3) New heating equipment and air circulation fans; (4) Restroom upgrades; (5) Clerestory window replacement; (6) Installation of fencing, signage, and ducting covers; and (7) Modernization of gymnasiums including, but not limited to roofing, lobby improvements, new drinking fountains, and aesthetic upgrades.

Current Consideration:
The District is required, pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for categorical exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a notice of exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for a period of 30 days.

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

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-F-08, approving the NOE for the Project and direct that the NOE be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT H]**

9.6 ***Resolution No. 2023/24-F-09, Approval of Notice of Exemption for the Magnolia High School Agriscience (MACC) Community Center Project*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
On June 16, 2022, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. The Magnolia High School Agriscience Community Center Project (Project) is one of the projects identified in the approved FMP.

The scope of work of the Project includes: (1) Construction of new fire access lane; (2) Path of travel improvements; (3) Construction of modular restroom building; (4) Construction of walk-in cooler; (5) Construction of Freight Farm; (6) Construction of greenhouse; (7) New drinking fountain and sink; (8) Installation of utility infrastructure to support accessory structures; (9) Installation of landscape, trees, and irrigation; (10) Installation of surveillance and security cameras; and (11) Construction of new bioswale.

Current Consideration:
The District is required, pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for categorical exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a notice of exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for a period of 30 days.

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

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-F-09, approving the NOE for the Project and direct that the NOE be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT I]**

9.7 ***Resolution No. 2023/24-E-19, Autism Awareness Month*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
In order to highlight the growing need for concern and awareness about autism, the Autism Society has been celebrating National Autism Awareness Month since the 1970s. The United States recognizes April as a special opportunity for everyone to educate the public about autism and issues within the autism community.

Current Consideration:
The adoption of Resolution No. 2023/24-E-19 for Autism Awareness Month recognizes April as Autism Awareness Month, a time to focus attention on those with autism and related pervasive developmental disorders. It also provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support autism awareness.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-E-19, by a roll call vote. **[EXHIBIT J]**

9.8 ***Resolution No. 2023/24-E-20, Cesar Chavez Day*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Each year Cesar Chavez Day is observed in the United States on March 31. It celebrates the birthday of Cesar Estrada Chavez and it serves as a tribute to his commitment to social justice and respect for human dignity.

Current Consideration:
The adoption of Resolution No. 2023/24-E-20 honors Cesar Chavez for his many achievements and contributions to our nation. It also provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Cesar Chavez Day.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-E-20, by a roll call vote. **[EXHIBIT K]**

9.9 ***Resolution No. 2023/24-E-21, National Child Abuse Prevention Month*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
National Child Abuse Prevention Month is acknowledged in the United States each year during the month of April. By acknowledging the need for public education and community services to help prevent child abuse and neglect, many groups hope to reduce the impact to children and families facing child abuse.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2023/24-E-21, National Child Abuse Prevention Month. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support the prevention of child abuse.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-E-21, by a roll call vote. **[EXHIBIT L]**

9.10 ***Resolution No. 2023/24-E-22, Arab American Heritage Month*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
Arab American Heritage Month celebrates the contributions of Arab Americans to the United States and celebrates the group's heritage and culture.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2023/24-E-22, Arab American Heritage Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by Arab Americans to our economic, cultural, spiritual, and political development. The District will acknowledge April as Arab American Heritage Month.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-E-22, by a roll call vote. **[EXHIBIT M]**

9.11 ***Resolution No. 2023/24-HR-03, Certificated Reduction in Force*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
Each school year, the District analyzes the level of services provided to students through the District's certificated employee workforce. To prepare for the 2024-25 year, the District must take into account not only student enrollment in specific courses of instruction, but other economic conditions including increased employer contribution to CalSTRS and CalPERS, as well as increased employee health and welfare costs that have caused deficit spending, which has had an adverse impact on the finances of the District. Due to this economic uncertainty, the District will need to begin reducing expenditures with the 2023-24 projected adopted budget. These needed reductions contemplate a reduction or elimination of certain particular kinds of services, and necessitate a corresponding reduction in force among personnel in certificated positions.

Education Code Section 44949 provides the procedures for layoff of certificated personnel as follows:

- No later than March 15, an employee is given notice that his or her services may not be required for the ensuing year.
- The employee may request a hearing to determine if there is cause for not reemploying him or her for the ensuing year.
- The employee has certain reemployment rights for a period of time following the date of termination.

The District's legal and fiduciary obligation to remain financially solvent requires that the District implement a reduction in force through layoff of certificated personnel. The reductions or discontinuance in services is required, due to the current financial and operational challenges.

Current Consideration:
The resolution is a reduction in force, due to the reduction or elimination of certain particular kinds of services performed by certificated employees, pursuant to Education Code Sections 44949 and 44955.

Budget Implication:
The reduction in force will reduce costs by approximately $18.4 million.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-HR-03, by a roll call vote. **[EXHIBIT N]**

9.12 ***Resolution No. 2023/24-BOT-04, Compensation for Board Meeting*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
Education Code Section 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month. Education Code Section 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed, but authorizes the Board, by resolution, to compensate a Board member for meetings he/she missed due to one of the following reasons: (1) performance of other designated duties for the District during the time of the meeting; (2) illness or jury duty; or (3) hardship deemed acceptable by the Board.

Current Consideration:
Trustee Piercy was not present at the March 7, 2024, Board of Trustees' meeting due to illness.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-BOT-04, by a roll call vote. **[EXHIBIT O]**

BUSINESS SERVICES

9.13 ***Agreement, Transportation, Friends of Montessori Greenhouse School*** ***ACTION ITEM***

Background Information:
The Board of Trustees has in past years approved the agreements to provide transportation services to the Greater Anaheim SELPA, North Orange County Regional Occupation Program (ROP), Tiger Woods Learning Center, Servite High School, City of Cypress (Parks and Recreation), Knott Avenue Christian Church, Zion Lutheran Church, Vibrant Minds Charter School (formerly GOALS Academy), and Anaheim Family YMCA.

Current Consideration:
It is in the best interest of the District to provide transportation services to Friends of Montessori Greenhouse School. They are a private school asking for the District's assistance to provide transportation services for field trip needs. The agreement will be in effect February 1, 2024, through June 30, 2024.

Budget Implication:
The transportation agreement will provide for a net income to the District, which assists in offsetting the transportation contribution from the General Fund.

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

9.14 ***Contract, Waxie Enterprises, LLC an Envoy Solutions Company*** ***ACTION ITEM***

Background Information:
In 2017, the District standardized custodial cleaning practices and products, using environmentally friendly cleaning products that are nontoxic and provide adequate cleaning at a competitive price.

The State of California's Department of General Services (DGS) had a multiple-agency contract through the California Multiple Award Schedule (CMAS) with Advantage West Investment Enterprises, Inc. dba Advantage West Government Product Solutions (AWGPS), that allowed public agencies, including school districts, to purchase custodial supplies and related materials. The supplies were purchased through AWGPS and fulfilled by Waxie Sanitary Supplies (Waxie).

Current Consideration:
The District was recently notified by Waxie that it was no longer utilizing AWGPS as their CMAS contract, and instead contracting directly with CMAS. In keeping with standardized cleaning practices, the District would like to continue utilizing Waxie products through Waxie directly by using the CMAS number 4-23-11-1017. Directly buying through Waxie will save the District money by eliminating the need to go through a middle third-party.

The contract will allow staff to purchase cleaning supplies through November 25, 2028, unless extended by the State of California.

Budget Implication:
The total amount of the award is expected not to exceed $300,000 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the CMAS contract number 4-23-11-1017.

9.15 ***Agreement, Woolpert, Inc.*** ***ACTION ITEM***

Background Information:
Education Code Section 17620 and Government Code Section 65995 authorize school districts to collect school facilities fees (developer fees) on new development. The amounts are adjusted every two years according to the inflation rate for Class B construction as determined by the State Allocation Board. On January 24, 2024, the State Allocation Board approved an increase in the assessment of statutory school facility fees levied by school districts.

Current Consideration:
The District collects statutory school facilities fees to assist with the funding of new construction and reconstruction projects. In order to levy and collect the fees at the new increased rates, the District must adopt a fee justification study (FJS).

The District desires to enter into an agreement with Woolpert, Inc. (Woolpert), previously Cooperative Strategies, to prepare an updated FJS, which will document the District's ability to collect statutory school facility fees. Woolpert has the expertise to assist staff in analyzing the District's potential to assess statutory school facility fees at new increased rates.

Budget Implication:
Services will be provided at a cost of $10,000 for the FJS and other related services, and $500 for reimbursable expenses, for a total cost not to exceed $10,500. (Developer Fees)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement with Woolpert, Inc., pursuant to Government Code Section 53060. **[EXHIBIT Q]**

EDUCATIONAL SERVICES

9.16 ***Home-to-School (HTS) Transportation Reimbursement Plan*** ***ACTION ITEM***

Background Information:
Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for 60 percent of transportation costs to the district based on prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding. As conditions of receiving apportionments under Section 41850.1, the district shall develop a plan describing the transportation services it offers to its pupils, and how it prioritizes planned transportation services for pupils who are low income. The plan shall also describe how transportation is accessible to students with disabilities, homeless youth, and how unduplicated students may access free transportation.

Current Consideration:
The plan shall be adopted by the district's Governing Board by April 1 each year.

Budget Implication:
The Estimated Revenue Allocations (2023-24) for Anaheim Union High School District is $4,418,274.80. (Entitlements are calculated as reimbursement for 60 percent of transportation costs, less the LCFF add on)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the Home-to-School Transportation Reimbursement Plan. **[EXHIBIT R]**

9.17 ***Agreement, Thee After Agency*** ***ACTION ITEM***

Background Information:
The 4th AUHSD Black History Month Celebration was held on February 23, 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 were performances by Fly Poet Entertainment,

the Magnolia Urban African Dancers, and Thee After Agency. Thee After Agency spoke on the strength and beauty of "Togetherness" regarding communities, with hopes to inspire the audience on the importance of uplifting one another and how perspectives impact confidence and how we show up for one another. The presentation consisted of prompts, visuals, and sound.

Current Consideration:
Thee After Agency was one of the keynote speakers for our Black History Month Celebration. Services were provided February 23, 2024.

Budget Implication:
The total cost is not to exceed $500. (LCFF and/or Innovation Funds)

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

9.18 ***Agreement, Thomas Philips*** ***ACTION ITEM***

Background Information:
The District's Honor Band program was initiated in 2000, and has given the District's most advanced instrumental music students an opportunity to rehearse and perform as a District-level ensemble, led by renowned conductors/educators from across the country. The Junior High School Honor Band serves approximately 80 students. The District's band directors prepare students for the audition process, and then guest conductors rehearse, as well as conduct students who are selected to be part of the Honor Band program. The Junior High School Honor Band concert is scheduled for April 26, 2024.

Thomas Philips has been the band director at Mayfair High School since 2000. He was honored as "District Teacher of the Year" in 2006. He has had numerous guest conductor appearances for high schools and junior high schools throughout Southern California.

Current Consideration:
Thomas Philips will be the guest conductor for the Junior High School Honor Band concert. Services will be provided April 20, 2024, through April 26, 2024.

Budget Implication:
The cost of services is not to exceed $1,000. (LCFF Funds)

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

9.19 ***Agreement, Simon Silva*** ***ACTION ITEM***

Background Information:
The District is recognized for its effective family engagement initiatives, notably, the Parent Leadership Academy (PLA), established nearly a decade ago. This program, distinguished by its parent-led modules in multiple languages, became a model for family engagement. However, the pandemic in 2020 necessitated a shift to virtual parent engagement, which despite its success, could not replicate the impact of in-person interactions. Recognizing the importance of re-establishing strong parent-community connections and rebuilding our network of parent leaders, we propose leveraging Simon Silva. He has made a career out of painting, public speaking, and writing. His renowned artwork has appeared in several distinguished venues around the world. As a public speaker, he has traveled extensively

throughout the country presenting his lecture called, "Creating Sustainable Equity Through the Arts" to professionals, educators, students, and parents.

Current Consideration:
These workshops aim to harness community strengths, encouraging parents to share their personal stories, thereby reinforcing their crucial role in supporting student success. The workshops will enhance communication skills, leadership skills, improvisation, being introspective, developing better questions, as well as understanding that mistakes are capable of producing new and exciting opportunities. This initiative will culminate in a call to action for parents by developing a capstone project where parents create autobiographical books, highlighting the importance of personal experiences and the arts in education. This approach is intended to revitalize the PLA and introduce new, impactful engagement modules. The District will be partnering with Simon Silva to provide Districtwide parent workshops. Services will be provided March 8, 2024, through June 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $10,000. (California Community Schools Partnership Program Funds)

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

9.20 ***Contract, Independent Vision Therapy Evaluation, Dr. Beth Ballinger*** ***ACTION ITEM***

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 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 evaluation was previously approved as part of the settlement agreement in OAH Case No. 2023100270.

Budget Implication:
The total cost for these services is not to exceed $1,903. (Special Education Funds)

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

9.21 ***Agreement, Well Street Psychological Group, Inc. dba Well Family*** ***ACTION ITEM***

Background Information:
Well Family is the operating name for Well Street Psychological Group, Inc. Well Family was incorporated in Orange County in 2003 as a clinical psychological services company by Dr. Martin Eaton, a licensed clinical psychologist and former professor in Learning and Memory at USC. He is also the Founder/CEO of Heads Up Checkup, the universal mental health screening tool that the District has been working with for the past four years. Well Family has always specialized in serving students and their families. The company provides

individual, group, and family therapy, as well as neuropsychological testing and educational support services.

Well Family consists of a network of mental health and health providers that include licensed clinicians, psychiatrists, as well as pediatricians that take a holistic approach to child and adolescent health. Dr. Martin and his team have committed to supporting the District's efforts in breaking barriers to access mental health care by designating a clinician at one or more of our District schools. They will provide direct services on campus and work collaboratively with our site teams.

Current Consideration:
The Well Family provider will provide small group therapy and support groups for students, who the District identifies as needing more therapeutic support. Therapy and support groups will be held on campus during school hours. Groups can be held off-campus, after school, and in the evening if needed. Services will be provided March 8, 2024, through June 30, 2026.

Budget Implication:
There is no impact to the budget.

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

9.22 ***Memorandum of Understanding (MOU), Jose Mendez and Elizabeth van Es, Ph.D., University of California, Irvine*** ***ACTION ITEM***

Background Information:
In 2018, the District engaged in a research partnership with Dr. Elizabeth van Es from University of California, Irvine, centered on classroom instruction to advance equity in mathematics teaching. The study engaged junior high school and high school mathematics teachers in participatory action research to understand how their classroom instruction advanced equity in mathematics teaching with the intention to generate theory on mathematics teacher noticing for equity.

Current Consideration:
Jose Mendez, a graduate student researcher, and Dr. Elizabeth van Es, from the University of California, Irvine, would like to partner with the District. The proposed study would engage in collaborative research and would include video and audio recording of classroom observations, interviews with the teacher partner to reflect on instructional practice, as well as student focus group and individual interviews to understand whether and how students experience their mathematics classroom as an affirming and equitable classroom context. The study aims to support many of the District core values, including making education work for students, an assets-based instructional approach, moving the needle toward equity and justice, as well as the role of instruction in delivering and realizing our vision, mission, and core values. The participating District educator will receive compensation directly from the University of California, Irvine for their collaboration and all student participants will be compensated with gift cards provided by the researcher and paid by the University of California, Irvine. Services will be provided March 8, 2024, through December 15, 2025, with the possibility of renewal.

Budget Implication:
There is no impact to the budget.

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

HUMAN RESOURCES

9.23 ***Initial Contract Proposal, AUHSD to Mid-Managers Association (MMA)*** ***INFORMATION ITEM***

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to MMA for the 2023-24 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

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

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

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

Current Consideration:
The Board must hold a public hearing of the District's initial contract proposal to MMA for the 2023-24 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.

9.25 ***Initial Contract Proposal, MMA to AUHSD*** ***INFORMATION ITEM***

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. MMA's initial contract proposal to the District for the 2023-24 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

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

9.26 ***Public Hearing, Initial Contract Proposal, MMA to AUHSD*** ***INFORMATION ITEM***

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

Current Consideration:
The Board must hold a public hearing of MMA's initial contract proposal to the District for the 2023-24 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.

9.27 ***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 2023-24 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.

9.28 ***Adoption of the 2023-24 Collective Bargaining Agreement with APGA*** ***ACTION ITEM***

Background Information:
The District and APGA brought forth proposals to begin the reopener negotiations for the 2023-24 year and a tentative agreement was reached. The tentative agreement was ratified by unit members of APGA.

Current Consideration:
The tentative agreement includes a 4.5 percent increase on the salary schedule retroactive to July 1, 2023.

Budget Implication:
The increase for the 4.5 percent salary schedule increase will impact the budget with an additional estimated expense of $476,926 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2023-24 collective bargaining agreement with APGA. **[EXHIBITS AA and BB]**

9.29 ***Certificated Administrators, Classified Confidential, and Classified Management Salary Schedules*** ***ACTION ITEM***

Background Information:
The Anaheim Leadership Team Association (ALTA) are non-bargaining employees of the District. Salaries for ALTA are reviewed each year and are commensurate with pay increases (or decreases due to furlough) with the classified and certificated employee bargaining units. The Board of Trustees must approve any changes to the ALTA salary schedules.

Current Consideration:
The 2023-24 salary schedules for unrepresented employees include administrators, confidential classifications, and classified management. Due to the agreement with the Anaheim Secondary Teachers Association (ASTA) for a 4.5 percent salary increase, the 2023-24 salary schedules for unrepresented employees shall be increased by 4.5 percent to become the 2023-24 salary schedules, retroactive to July 1, 2023.

Budget Implication:
The increase for the 4.5 percent salary schedule increase will impact the budget with an additional estimated expense of $1,731,013 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2023-24 salary schedules for certificated administrators, classified confidential employees, and classified management. **[EXHIBIT CC]**

9.30 ***Compensation for Superintendent, Assistant Superintendents, and District Counsel*** ***ACTION ITEM***

Background Information:
Employment agreements are required for the District's superintendent and unrepresented upper-level management employees. On May 4, 2023, the Board of Trustees approved employment agreements with the superintendent; the assistant superintendents of Business, Education, and Human Resources; as well as District counsel. The employment agreements provide that the Board may annually review salaries and, with consent of the Board, may increase salaries at any time during the term of the agreements.

Current Considerations:
On February 15, 2024, the Board of Trustees approved an agreement with the Anaheim Secondary Teachers Association (ASTA) that provided a 4.5 percent salary increase retroactive to July 1, 2023. On this Board agenda, the Board is being requested to approve a 4.5 percent salary increase retroactive to July 1, 2023, for Anaheim Personnel and Guidance Association (APGA) and the Anaheim Leadership Team Association (ALTA), which comprises the District's management personnel, excluding the superintendent and upper-level management employees.

Budget Implication:
There is not a known budget impact at this time.

Staff Recommendation:
It is recommended that the Board of Trustees discuss compensation to include a 4.5 percent increase to salary, tax sheltered annuity, and mileage retroactive to July 1, 2023, for the superintendent, assistant superintendents, and District counsel. **[EXHIBIT DD]**

9.31 ***Memorandum of Understanding (MOU), Central State University*** ***ACTION ITEM***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their fieldwork requirements and to gain valuable experience in a professional setting within our District school sites.

Current Consideration:
University students will meet with school site master teachers to be involved in the students' preparation for student teaching. This agreement provides opportunities for student teachers to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be in effect January 1, 2024, through January 1, 2026. The MOU will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

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

SUPERINTENDENT'S OFFICE

9.32 ***2024 California School Boards Association Delegate Assembly Election*** ***ACTION ITEM***

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

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

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

Current Consideration:
This is an opportunity for the Board of Trustees to consider voting for candidates. The Board, as a whole, may vote for up to seven candidates. No more than one vote for any candidate may be submitted. The ballot also contains a provision for write-in candidates. The ballot must be postmarked by the U.S. Post Office on, or before, Friday, March 15, 2024.

Budget Implication:
There is no impact to the budget.

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

10. **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

10.1 ***Amendment, Agreement, City of Anaheim, School Resource Officers***

Background Information:
The city of Anaheim (City) currently provides the District with six full-time sworn police officers, to be committed to full-time duties as School Resource Officers (SRO) for the 2023-24 year. The cost of the SRO program is divided between the District and the City on a cost-sharing basis, with the District being responsible for 50 percent of the personnel cost of the program.

Current Consideration:
The District desires to amend the agreement with the City to provide one additional SRO, for a total of seven SRO. Services will begin April 7, 2024. All other terms and conditions remain the same. The amended agreement will be signed following Board approval.

Budget Implication:
The estimated cost for the additional SRO for the remainder of the 2023-24 year is $23,960. (General Fund and/or Settlement Proceeds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment with the city of Anaheim. **[EXHIBIT GG]**

10.2 ***Piggyback Contract Extension for Computer Equipment, Software, Peripherals, and Related Services***

Background Information:
The District has been using Hewlett-Packard products over the years and the Education and Information Technology Department has established Hewlett-Packard products as the District standard due to their high quality, as well as their reliable service.

The District purchases computer equipment, Chromebooks, software, peripherals, and related services from Sehi Computer Products, Inc. or Hewlett-Packard Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 utilizing the Master Price Agreement awarded by the State of Minnesota and the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA), approved for use by the State of California Department of General Services through the California Participating Addendum.

Current Consideration:
NASPO/WSCA is an alliance consisting of many states throughout the United States that provide its members with better purchasing power and deeply discounted prices. The contract is a "direct from the manufacturer" purchase, based on volume-discounted prices, where orders can be placed through an approved servicing contractor (authorized reseller). The volume is being pooled with other members of the NASPO/WSCA alliance to obtain the lowest prices. Under the Minnesota NASPO Master Agreement Number 23011, utilizing the State of California Department of General Services', California Participation Addendum 7-23-70-55-04, the District would like to continue purchasing from Sehi Computer Products, Inc., an approved servicing contractor (authorized seller) and also directly from the Hewlett-Packard Company. This will allow staff to purchase equipment, services, and software through June 30, 2025, with possible three-year extensions through 2028.

Budget Implication:
This contract is intended to provide a buying vehicle for the purchase of computer hardware products, Chromebooks, associated peripherals, and accessories to meet the information technology needs of students, staff, and the District's business applications on an as needed basis. Most purchases will be to support distance learning. The total of the award is not to exceed $3,000,000 annually. (Various Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the contract and amendment to continue the purchase of computer hardware products, Chromebooks, associated peripherals, and accessories through the California Participation Addendum 7-23-70-55-04 under NASPO/WSCA Master Agreement 23011.

10.3 ***Piggyback Contract Extension for Servers and Storage***

Background Information:
The District has been using Hewlett-Packard products over the years and the Education and Information Technology Department has established Hewlett-Packard products as the District standard due to their high quality, as well as their reliable service.

The District purchases desktops, laptops, tables, servers, storage, and related peripherals, from Sehi Computer Products, Inc. or Hewlett-Packard Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 utilizing the Master Price Agreement awarded by the State of Minnesota and the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA), and approved for use by the State of California Department of General Services through a California Participating Addendum.

Current Consideration:
NASPO/WSCA is an alliance consisting of many states throughout the United States that provide its members with better purchasing power and deeply discounted prices. The contract is a "direct from the manufacturer" purchase, based on volume-discounted prices, where orders can be placed through an approved servicing contractor (authorized reseller). The volume is being pooled with other members of the NASPO/WSCA alliance to obtain the lowest prices. Under the Minnesota NASPO Master Agreement Number 23008, utilizing the State of California Department of General Services', California Participation Addendum 7-23-70-55-03, the District would like to continue purchasing from Sehi Computer Products, Inc. an approved servicing contractor (authorized seller) and also directly from the Hewlett-Packard Company. This will allow staff to purchase equipment, services, and software through June 30, 2025, with possible three-year extensions through 2028.

Budget Implication:
This contract is intended to provide a buying vehicle for the purchase of computer hardware products, Chromebooks, associated peripherals, and accessories to meet the information technology needs of students, staff, and the District's business applications on an as needed basis. Most purchases will be to support distance learning. The total of the award is not to exceed $1,000,000 annually. (Various Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the contract and amendment to continue the purchase of desktops, laptops, tablets, servers, storage, and related peripherals through the California Participation Addendum 7-23-70-55-03, under NASPO/WSCA Master Agreement 23008.

10.4 ***Ratification, Lease-Leaseback Agreement, Erickson-Hall Construction Co., Western High School Site Improvements and Gyms Modernization–RFP #2024-05***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Western High School Site Improvements and Gyms Modernization. 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 #2024-05 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 Erickson-Hall Construction Co. (Erickson-Hall) as the LLB contractor for this project.

Erickson-Hall 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 Erickson-Hall. The agreement is subject to ratification by the Board.

Budget Implication:
The final LLB agreement, which includes the GMP and associated contingencies, and the preconstruction services agreement, will not exceed $17,122,630. The total project cost including District contingencies and allowances will not exceed $17,635,842. The costs are broken down as 1) $5,806,219 for the Site Improvements (Measure H Funds, Special Reserve Fund for Capital Outlay Projects, and/or other funds as appropriate); and 2) $11,829,623 for the Gyms Modernization. (ESSER Funds, Special Reserve Fund for Capital Outlay Projects, and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the preconstruction services agreement, and the LLB agreement with Erickson-Hall for the subject project.

10.5 ***Amendment No. 6, Lease-Leaseback Agreement, Erickson-Hall Construction Co., Magnolia High School New Construction and Modernization–RFP #2022-20***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Magnolia High School New Construction and Modernization (Project). Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, 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 #2022-20 inviting contractors to submit qualifications and proposals to perform the work associated with the Project. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Erickson-Hall Construction Co. (Erickson-Hall) as the LLB contractor for the Project. On August 11, 2022, the Board of Trustees ratified the LLB agreement with Erickson-Hall.

Construction is currently underway for the work initially approved by the Board of Trustees, including the work authorized under Amendments No. 1 through No. 5. Additional scope of work has been developed, specifically for the construction of the Magnolia Agriscience Community Center (MACC). Erickson-Hall bid the subcontractor packages to various companies for the additional scope of work, and has identified the subcontractors they plan to use on the Project. Staff has negotiated the LLB agreement amendment, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board of Trustees. The LLB agreement shall be amended to include the additional scope of work under Amendment No. 6.

Budget Implication:
The current GMP, associated contingencies and allowances for the originally bid work is $54,662,606. The LLB agreement's GMP will be amended by a combined amount of $1,715,991 to incorporate the additional scope of work as described above under Amendment No. 6. The total Project costs for the amended GMP including District contingencies and allowances will not exceed $56,430,077. (Developer Fee Funds, CAL FIRE Grant Funds, and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees approve Amendment No. 6 to the LLB agreement with Erickson-Hall. **[EXHIBIT HH]**

10.6 ***Ratification of Change Order***

Bid #2022-28, Anaheim High School	P.O. #S64A0256
Athletic Field Improvements	
Byrom-Davey, Inc.	
Original Contract	$7,650,948
Change Order #1 **[EXHIBIT II]**	$45,636.93
New Contract Value	$7,696,584.93

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

10.7 ***Notice of Completion***

Bid #2022-28, Anaheim High School	P.O. #S64A0256
Athletic Field Improvements	
Byrom-Davey, Inc.	
Original Contract	$7,650,948
Contract Changes	$45,636.93
Total Amount Paid	$7,696,584.93

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

10.8 ***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 JJ]**

10.9 ***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 KK]

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports February 5, 2024, through February 26, 2024. **[EXHIBITS LL and MM]**

10.11 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report January 8, 2024, through February 26, 2024. **[EXHIBIT NN]**

10.12 **SUPPLEMENTAL INFORMATION**

10.12.1 ASB Fund, January 2024 **[EXHIBIT OO]**

10.12.2 Cafeteria Fund, December 2023 **[EXHIBIT PP]**

EDUCATIONAL SERVICES

10.13 ***Administrative Regulation 8900-R, Nondiscrimination/Harassment***

Background Information:
The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, and exhibits, and is updated continually. The policy was first adopted by the District on November 5, 2015.

Current Consideration:
Board Policy 8900, Nondiscrimination/Harassment was last revised in June 16, 2022. Based on feedback from legal counsel and our state Federal Program Monitor, the Nondiscrimination/Harassment Administrative Regulation has been updated to reflect the coordinator/compliance officer(s).

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 Administrative Regulation 8900-R, Nondiscrimination/Harassment. **[EXHIBIT QQ]**

10.14 ***Second Amendment, Memorandum of Understanding (MOU), eKadence Learning Foundation LLC***

Background Information:
On February 6, 2020, the Board of Trustees approved a MOU with AT Solutions Group LLC to develop and implement the eKadence learning management software in the District. eKadence is a state-of-the-art learning management system (LMS), designed by teachers and counselors, and focused on 5C digital badging and integration with the student information system. Pursuant to the MOU, the LMS is provided to the District at no cost for a five-year term ending on February 6, 2025. On October 13, 2022, the Board approved the assignment of AT Solutions Group LLC's rights, responsibilities, and obligations pursuant to the MOU to eKadence Learning Foundation LLC.

Current Consideration:
The District desires to develop and integrate a supplementary artificial intelligence (AI) instructional computer software tutor (sKrappy) into the LMS as part of continued implementation of District drivers and initiatives through the LMS. In addition, and in recognition of the District's contributions to the ongoing development, as well as iteration of the LMS and sKrappy, the Parties desire to share future revenue generated by third-party licensing of sKrappy.

Budget Implication:
There is a one-time total cost of $450,000, payable within 45 business days of approval. (General Fund)

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

10.15 ***Amendment, Memorandum of Understanding (MOU), Orange County Department of Education (OCDE) Education and Innovation Research Grant***

Background Information:
By 2026, the U.S. Bureau of Labor Statistics predicts that there will be 1.5 million computing jobs but just 400,000 students with the skills to apply for those jobs. Of the students who are enrolled in computer science (CS) courses nationwide, there is a significant underrepresentation of female and Latinx students. In AUHSD, as of the 2018-19 year, only 3 percent of all students eventually enrolled in a CS course. In the 2020-21 year among the students who did enroll in a CS course, 29 percent were female and 40 percent

were Latinx. The Education and Innovation Research (EIR) Grant with OCDE aims to empower educators to impact schoolwide culture and create systems that nurture equitable participation in inclusive CS courses.

Current Consideration:
The original MOU was approved by the Board of Trustees on September 13, 2022, and was amended on December 13, 2022, and November 16, 2023. We are requesting a third amendment to the MOU to reflect changes the Orange County Department of Education (OCDE) has made to provide additional funds to the District for the grant. Amendments to the MOU include an increase in grant funds over the three-year period from $667,450 to $689,950. The increase in site funds is in response to the rising cost of substitutes and to cover fringe benefits associated with stipends for participating District employees. Additionally, language in the MOU was updated regarding semiannual Expenditure Reports submitted to OCDE, allowing a single district report to be shared instead of requiring each individual grant site to submit Expenditure Reports related to grant funding expenditures.

Budget Implication:
There is no impact to the budget.

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

10.16 ***Agreement, Orange County Superintendent of Schools, Friday Night Live and Club Live Programs***

Background Information:
Friday Night Live is a high school program and Club Live is a junior high school program. These school-based programs implement student activities that focus on alcohol and other drug prevention services. The Orange County Superintendent of Schools' agreement provides the District with funding to pay stipends to school advisors for supporting the programs.

Current Consideration:
The schools participating in these programs are Dale, Lexington, and South junior high schools, as well as Cypress, Gilbert, Kennedy, Loara, Magnolia, and Savanna high schools. Services are being provided November 1, 2023, through June 30, 2024.

Budget Implication:
The total cost is not to exceed $10,800, to be reimbursed through the Orange County Superintendent of Schools.

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

10.17 ***Agreement, Center for Drug-Free Communities***

Background Information:
Bill Beacham, Ph.D. of Center for Drug-free has been a keynote speaker at many local, state, and national conventions, including the "International Drug and Alcohol Conference," the National Collegiate Athletic Association (NCAA) "Drugs and Today's Athlete Conference," the "National Student Assistance Conference," and the "National DARE Officers Association Conference." His presentation enhances the work our Alternative Education teachers and

staff do with our students and also aligns with our District Tobacco-Use Prevention Education (TUPE) program.

Current Consideration:
Dr. Bill Beacham will provide presentations focusing on prevention of alcohol, tobacco products, and other drugs to social worker staff, as well as host leadership/teamwork camps for Ball and Lexington junior high schools, Gilbert and Polaris high schools, as well as Sycamore and South junior high schools at an off-site location over three event dates. As a result of these events and trainings, students and staff will gain knowledge of today's issue of addiction and information on prevention, intervention, as well as treatment to addictions to alcohol, tobacco, and other drugs. The off-site camps are an all-day experience to building connections and focusing on teaching student's perseverance, resiliency, focus, as well as courage in today's world with a focus on anti-tobacco/vape and substance use efforts. Services will be provided March 8, 2024, through June 30, 2024.

Budget Implication:
The total cost is not to exceed $19,000. (TUPE Funds)

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

10.18 ***Memorandum of Understanding (MOU), Regents of the University of California, Irvine (UCI)***

Background Information:
On July 12, 2018, the Board of Trustees approved a data sharing MOU between the District and Regents of the University of California, Irvine (UCI) to facilitate supporting students leveraging the Anaheim Union Educational Pledge.

Current Consideration:
This MOU updates the data sharing agreement that provides UCI personally identifiable data to facilitate research and program accountability for the UCI programs occurring at the District. This MOU will allow the District to propose research questions, which could then be answered by UCI faculty and students in addition to providing accountability for UCI ran programming. Services will be provided March 8, 2024, through December 31, 2028.

Budget Implication:
There is no impact to the budget.

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

10.19 ***Agreement, Chance Theater***

Background Information:
Chance Theater, named by the Anaheim City Council as "The Official Resident Theater Company of Anaheim," is one of the leading ensemble-driven theatre companies in Southern California. Developed jointly by Chance Theater and District arts teachers, the "Speak Up" theater residency program will empower students to find their unique voice and talent. They'll create and share their own written stories, discovering the art of elements of storytelling, culminating in a showcase where students present their stories.

Current Consideration:
Chance Theater will provide teaching artists and will work jointly with District teachers at Anaheim High School and Brookhurst Junior High School to create a scalable, eight-week residency program that we will be able to utilize to generate student interest in theater and/or dance at campuses that are not currently served by theater or dance courses. The residency will consist of 18 days of student instruction and teacher collaboration per campus, along with a culminating schoolwide performance. These 36 total sessions will take place March 8, 2024, through and June 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $16,000. (Arts and Music in Schools Site Funds)

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

10.20 ***Amendment, Agreement, CSU Fullerton Auxiliary Services Corporation, Health Careers Opportunity Program (HCOP)***

Background Information:
The North Orange County Allied and other Health Careers Opportunity Program (HCOP) aims to increase the pipeline of disadvantaged Latinos, Pacific Islanders (including Native Hawaiian, Samoan, and Chamorro) and Southeast Asians (particularly Vietnamese, Cambodian, Hmong and Lao) into the professions of communicative disorders, counseling, occupational therapy, public health (including environmental health specialists, epidemiologists, health educators, and gerontologists), physical therapy, and social work. This multifaceted effort is specifically designed to increase retention and graduation of these diverse underserved students across the educational continuum, from high school and community college into four-year college and graduate allied, as well as other health profession programs.

The District has been in an agreement with CSU Fullerton Auxiliary Services Corporation to receive grant funding and provide services to students under this program for the last four years, and participated in a previous three-year agreement as well.

Current Consideration:
CSU Fullerton Auxiliary Services has provided an amendment to the agreement to modify the scope of work and budget, as well as to extend the period of performance through August 31, 2024. This amendment provides a budget of $18,000 for grant efforts during the 2023-24 year. Services are being provided September 1, 2023, through August 31, 2024.

Budget Implication:
The District will receive $18,000 in grant funds during the 2023-24 year.

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

10.21 ***Membership, Orange County Special Education Legal Alliance***

Background Information:
The Orange County Special Education Alliance ("Alliance") was created by school districts in 2004 as a response to the tremendous encroachment of special education funds on the

general fund. In addition, school district legal fees continue to increase with the rise of residential placements, private services for children with autism and increased litigation. The Alliance provides legal support and assistance to districts involved in litigation, support for transporting foster youth, as well as professional development training in areas currently affecting Orange County school districts. For the 2023-24 year, the Review Committee has recommended district dues be set at 0.10 per ADA. This recommendation was approved by district Superintendents at the Alliance Executive Committee on March 3, 2023.

Current Consideration:
The Alliance provides education, support, advocacy, and assistance to the District on important legal issues related to special education matters. The District significantly benefits from Alliance services. Services are being provided July 1, 2023, through June 30, 2024.

Budget Implication:
The total costs for these services are not to exceed $2,528.42. The amount paid for the 2022-23 year was $2,602.80. (Special Education Funds)

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

10.22 ***Agreement, Vulnerability Assessment, The Sobel Group, Inc.***

Background Information:
The Sobel Group, Inc. (TSG) successfully worked with the District, Anaheim Police Department, and Anaheim Fire Department staff to prepare the portion of the Anaheim High School's school safety plan that included tactical responses to criminal incidents. As part of the service, The Sobel Group, Inc. worked with District and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff in an effort to secure the premises. Several on-site school visits were conducted to collect site specific information and digital imagery. After all data was collected, an electronic report with an electronic usable file was provided to the District and first-responders.

Current Consideration:
TSG will consult with the District, the local police department, the local fire department, and conduct a security audit/review, as well as provide necessary updates to the portion of the District's school safety plans that includes tactical responses to criminal incidents for Anaheim and Kennedy high schools, and Sycamore Junior High School. As part of the service, TSG will consult with the District and school specific personnel to update the tactical response plans, which are used as one of the steps to safeguard pupils and staff, secure the affected District premises, as well as to apprehend the criminal perpetrator or perpetrators. On-site school visits will be conducted to collect site specific information and digital imagery as needed. After all data is collected, TSG will update the school specific report and provide an electronic copy to the District. Services will be provided March 8, 2024, through March 7, 2025, with an option for four additional one-year terms to develop visual maps of the tactical response plan of additional school sites.

Budget Implication:
Services will be provided on an as-needed basis, at a cost not to exceed $13,500 annually. (General Fund)

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

10.23 ***Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Los Alamitos Unified School District***

Background Information:
The District operates several unique special education programs that are not available in some local school districts. School districts may enter agreements to provide services to special education students that are living in other districts. At times, the District admits special education students from other school districts into some of the District's unique special education programs.

Current Consideration:
Los Alamitos Unified School District (LAUSD) has requested to enter into a MOU with the District permitting students from LAUSD to be enrolled in specialized programs operated by the District. The MOU for placing special education students from LAUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 1, 2023, through June 30, 2024.

Budget Implication:
LAUSD will fund these services per billing agreement between LAUSD and AUHSD/Greater Anaheim SELPA.

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

10.24 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected materials for courses in science and world languages. The books have been made available for public view.

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

10.25 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in science. 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, March 8, 2024, through April 18, 2024.

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

10.26 ***Instructional Membership, College Board***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the membership with College Board for the 2023-24 year, at an amount not to exceed $400. (General Fund)

10.27 ***Field Trip Report***

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

HUMAN RESOURCES

10.28 ***Agreement, Orange County Superintendent of Schools, ACCESS Program***

Background Information:
The Orange County Superintendent of Schools provides an alternative education program for Orange County students. Alternative, Community, and Correctional Schools and Services (ACCESS) schools are set in community-based, alternative venues and provide a safe, disciplined, as well as supportive environment. ACCESS provides summer school programs for students to improve both their learning skills and their test scores, while earning credits toward graduation.

Current Consideration:
The agreement with the Orange County Superintendent of Schools offers appropriate school programs to students who, due to reduced or eliminated school programs and as a result of budgetary concerns, are in need of such services. Services will be provided June 1, 2024, through August 31, 2024. Due to the Orange County Superintendent of Schools' policy for executing agreements, this agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

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

10.29 ***Certificated Personnel Report***

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

10.30 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

10.31 ***Conferences and/or Meetings***

It is recommended that the Board of Trustees approve and/or ratify the attendance to the following conference for the superintendent with payment of necessary expenses (registration, travel, hotel, parking, ground transportation, etc.)

S-TAC Deep Dive Learning Exchange in West Contra Costa, March 12, 2024, through March 13, 2024, Richmond, CA, at a cost not to exceed $900. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve and/or ratify for the superintendent to attend the conference.

10.32 ***Board of Trustees' Meeting Minutes***

10.32.1 December, 12, 2023, Annual Organizational and Regular Meeting **[EXHIBIT HHH]**
10.32.2 January 18, 2024, Regular Meeting **[EXHIBIT III]**
10.32.3 February 15, 2024, Regular Meeting **[EXHIBIT JJJ]**

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

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

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

13. **ADVANCE PLANNING**

INFORMATION ITEM

13.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, April 18, 2024, at 6:00 p.m.

Tuesday, May 7	Thursday, September 12
Thursday, June 6	Thursday, October 17
Thursday, June 13	Thursday, November 14
Thursday, July 18	Thursday, December 12
Thursday, August 8	Thursday, December 19

13.2 ***Suggested Agenda Items***

14. **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, March 5, 2024.

EXHIBIT A

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Kennedy High School	Date of Application:	02.06.2024

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:

LAS 2 Coffee Cart

Purpose of the group (Please describe thoroughly):

To provide a community for students with Special Abilities the opportunity to practice skills such as communication, problem-solving, money management, and customer service in a fun and interactive way. To teach students age-appropriate essential skills they will use their entire lives such as social skills and following directions. To center inclusive experiences involving students, with and without disabilities, through life skills.

Frequency of group meetings:

Monthly

Proposed meeting day, time and location:

Day:	Thursdays	Time:	8:30 AM	Location:	Kennedy High School – Room 608

Applicant's Signature:	Andy Mariscal	Date:	02.06.2024
Printed Name:	Andy Mariscal		
Advisor's Signature:		Date:	02.06.2024
Printed Name:	F. Danielle Marshall		
Principal's Signature:		Date:	2/7/24
Printed Name:	Seema Sidhu		

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

Assistant Superintendent's Signature:		Date:	2/26/24

Dr. Jaron Fried

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

EXHIBIT B

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

School:	Walker Junior High School	Date of Application:	11/8/23

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:

Walker Role Playing Club

Purpose of the group:

The Role-Playing Club Walker Junior High School is dedicate .o providing a creative and immersive space for students to engage in collaborative storytelling through various role-playing games (RPGs). Our club aims to foster a sense of camaraderie, imagination, and strategic thinking among its members. The purpose of the Role-Playing Club is multi-faceted and includes the following key objectives:

Creativity and Imagination:
- Encourage members to unleash their creativity and imagination by participating in diverse and dynamic role-playing scenarios.
- Provide a platform for students to develop and explore their storytelling skills through the creation of unique characters, plots, and worlds.

Social Interaction and Teamwork:
- Facilitate social interaction and teamwork among club members through collaborative storytelling and problem-solving in RPGs.
- Foster a supportive and inclusive environment where members can form lasting friendships and work together to achieve common goals.

Critical Thinking and Decision-Making:
- Promote critical thinking skills by presenting members with challenging scenarios that require thoughtful decision-making and strategic planning.
- Help members develop problem-solving abilities by navigating complex in-game situations and adapting to unexpected developments.

Diversity of Gaming Systems:
- Explore a variety of role-playing game systems to cater to different interests and preferences within the club.
- Introduce members to a range of RPG genres, from fantasy and science fiction to historical and contemporary settings, allowing for a diverse and enriching experience.

Learning and Skill Development:
- Provide opportunities for members to learn and enhance various skills, including improvisation, public speaking, leadership, and conflict resolution.

- Offer workshops and discussions on game mechanics, character development, and world-building to deepen members' understanding of RPG concepts.

Community Engagement:

- Organize events, campaigns, and activities that involve the broader school community, promoting awareness and appreciation for the art of role-playing games.
- Collaborate with other clubs and organizations to create interdisciplinary projects, fostering a sense of community engagement and shared interests.

Safe and Inclusive Environment:

- Establish a safe and inclusive space where members feel comfortable expressing themselves and exploring different aspects of their personalities through their in-game characters.
- Emphasize respect for diverse perspectives, backgrounds, and identities, creating an environment where everyone feels welcome.

By embracing these goals, the Role-Playing Club aims to contribute to the personal and social development of its members while fostering a sense of adventure, friendship, and creativity within our school community.

Frequency of group meetings:

Once week during 7th grade lunch on Wednesdays and bimonthly on agreed upon Fridays after school from 2:30-3:30

Proposed meeting day, time and location:

Day:	Wed	Time:	12:13pm	Location:	Room 14

Applicant's Signature: Mark Saliba		Date:	12/21/23
Printed Name:	Mark Saliba		

Advisor's Signature: Dolly Chang		Date:	12/21/23
Printed Name:	Dolly Chang		

Principal's Signature:		Date:	12/21/23
Printed Name:	Jennifer Sasal		

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

Assistant Superintendent's Signature:		Date:	2/28/24

Dr. Jaron Fried

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

EXHIBIT C

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

ADJUSTMENTS TO INCOME AND EXPENDITURES (GENERAL FUND)

RESOLUTION NO. 2023/24-B-12

March 7, 2024

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 determined that income for the District in the amount required to finance the total budget, expenditures and transfers for the current fiscal year from sources listed in California Education Code Sections 42602/42610; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses per attached schedule of adjustments.

NOW, BE IT FURTHER RESOLVED, that the Board of Trustees approves the adjustments to fund balance per attached schedule of adjustments.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on March 7, 2024, 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 7th day of March 2024, 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 7th day of March 2024.

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

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES (GENERAL FUND)

RESOLUTION NO. 2023/24-B-12

March 7, 2024

Schedule of Adjustments

Budgetary Account Number	Income Source	Amount
8010-8099	Local Control/Property Tax	$ 1,699,280.00
8100-8299	Federal Revenues	481,839.00
8300-8599	Other State Revenues	1,939,672.00
8600-8799	Other Local Revenues	5,254,453.00
8930-8979	Other Sources/Uses	-
	Increase (Decrease) to Revenue	$ 9,375,244.00
	Expenditure	
1000-1999	Certificated Salaries	$ 11,757,264.00
2000-2999	Classified Salaries	5,259,882.00
3000-3999	Employee Benefits	3,805,018.00
4000-4999	Books and Supplies	785,017.00
5000-5999	Services, Other Operating	562,324.00
6000-6999	Capital Outlay	11,181.00
7100-7499	Other Outgo	74,015,451.00
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	$ 96,196,137.00
	Fund Balance Accounts	
9712	Nonspendable Stores	$ -
9713	Prepaid Expenditures	-
9740	Restricted	7,053,369.00
9760	Other Commitments	(70,114,116.00)
9780	Other Assignments	(1,169.00)
9789	Reserve for Economic Uncertainties	2,885,884.00
9790	Unappropriated Fund Balance	(26,716,600.00)
	Beginning Fund Balance Adjustment	178,261.00
	Increase (Decrease) to Fund Balance	$ (86,714,371.00)

EXHIBIT D

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES (VARIOUS FUNDS)

RESOLUTION NO. 2023/24-B-13

March 7, 2024

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 determined that income for the district in the amount required to finance the total budget, expenditures, and transfers for the current year from sources listed in California Education Code Sections 42602/42610; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses per attached schedule of adjustments.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees approves the adjustments to fund balance per attached schedule of adjustments.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on March 7, 2024, 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 7th day of March 2024, 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 7th day of March 2024.

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

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES (VARIOUS FUNDS)

RESOLUTION NO. 2023/24-B-13

March 7, 2024

Schedule of Adjustments

FUND DESCRIPTION

Object Code and Description	GO BOND 2014 SERIES 2019	CAPITAL FACILITIES FUND	SPECIAL RESERVE
8000 - ALL REVENUE SOURCES	$ -	$ -	$ 73,000,000.00
1000 - CERTIFICATED SALARIES	-	-	-
2000 - CLASSIFIED SALARIES	19,112.00	1,866.00	-
3000 - EMPLOYEE BENEFITS	7,041.00	688.00	-
4000 - BOOKS AND SUPPLIES	-	-	-
5000 - SVCS & OTHER OPER EXP	-	-	-
6000 - CAPITAL OUTLAY	-	-	-
7000 - OTHER OUTGO	-	-	-
INCREASE (DECREASE) TO EXPENDITURES	26,153.00	2,554.00	-
FUND BALANCE INCREASE (DECREASE)	$ (26,153.00)	$ (2,554.00)	$ 73,000,000.00

EXHIBIT E
2023-24 Second Interim Report, is included as a separate attachment.

EXHIBIT F

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

ESTABLISH THE SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS FUND No. 4042

RESOLUTION NO. 2023/24-B-14

March 7, 2024

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

WHEREAS, the Education Code Section 42841 provides that the Governing Board of a school district may establish a separate fund for the purpose of deposit and expenditures of revenues received for the Special Reserve Fund for Capital Outlay Projects; and

WHEREAS, the Board of Trustees has determined the need to establish a separate Special Reserve for Capital Outlay Projects (Sub-fund 4042) to account for expenditures of various capital outlay projects.

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the administration to establish a Special Reserve for Capital Outlay Projects with the County Treasurer effective March 7, 2024.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on March 7, 2024, 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 7th day of March 2024, 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 7th day of March 2024.

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

EXHIBIT G

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

Approval of Notice of Exemption for the Western High School Site Improvements Project

RESOLUTION NO. 2023/24-F-07

March 7, 2024

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

WHEREAS, on June 16, 2012, the Anaheim Union High School District's (District) governing board (Board) approved the District's Facilities Master Plan (FMP) to address the facilities needs of the District over the next ten years; and

WHEREAS, the District owns and operates Western High School, located at 501 S. Western Avenue, in the city of Anaheim, County of Orange, State of California; and

WHEREAS, the Western High School Site Improvements Project (Project) is one of the projects identified in the approved FMP; and

WHEREAS, on March 7, 2024, the Board ratified the award of a public works contract for the Project; and

WHEREAS, the scope of work for the Project includes: (1) Site improvements to address hardscape deficiencies, safety, and accessibility issues at the school entry; (2) Entry quad renovation and outdoor learning space; (3) Installation of entry shade structure; (4) Installation of additional security fencing; (5) Installation of drought tolerant landscaping and water efficient irrigation system throughout area of work; (6) Technology infrastructure; (7) Installation of exterior lighting; (8) Replacement of site utilities within area of work; and (9) Modernization of campus including but not limited to painting, restrooms upgrades, flooring replacement, and ceiling replacement; and

WHEREAS, the Board has determined that the Project is categorically exempt from the provisions of the California Environmental Quality Act of 1974 ("CEQA"), Public Resources Code sections 21000 et seq., as amended, pursuant to Title 14, sections 15301, 15302, 15303, 15304, and 15311 of the California Code of Regulations, as the Project consists of the repair, maintenance, and minor alterations of existing public structures, facilities, and systems involving negligible or no expansion of use; the replacement and reconstruction of existing structures, facilities, and systems on the same site and having substantially the same purpose and capacity as the structures, facilities, and systems replaced; the construction and location of limited numbers of new, small structures and installation of small, new equipment in small structures; minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees; and the construction and placement of minor structures accessory to existing institutional facilities; and

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

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

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

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on March 7, 2024, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 7th day of March 2024, 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 7th day of March 2024.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

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

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

☒ County Clerk-Recorder
County of Orange
12 Civic Center Plaza, Room 101
Santa Ana, CA 92701

Project Title: Western High School Site Improvements Project

Project Applicant: Anaheim Union High School District

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

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

Description of Nature, Purpose, and Beneficiaries of Project:
Please refer to the Attachment to NOE, included herewith, for a description of the nature and purpose of the project. The beneficiaries will be the students and parents, staff, teachers, and administrators, and the surrounding community.

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

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

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

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

Reasons why project is exempt:
Please refer to the Attachment to NOE

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

If filed by applicant:

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

Signature: _____ Date: 3 / 8 / 2024 Title: Assistant Superintendent, Business

☒ Signed by Lead Agency ☐ Signed by Applicant

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

Date Received for filing at OPR: _____

ATTACHMENT TO NOTICE OF EXEMPTION
Anaheim Union High School District
Western High School Site Improvements Project

Description of Nature, Purpose, and Beneficiaries of Project: The Project includes (1) Site improvements to address hardscape deficiencies, safety, and accessibility issues at the school entry; (2) Entry quad renovation and outdoor learning space; (3) Installation of entry shade structure; (4) Installation of additional security fencing; (5) Installation of drought tolerant landscaping and water efficient irrigation system throughout area of work; (6) Technology infrastructure; (7) Installation of exterior lighting; and (8) Replacement of site utilities within area of work, and (9) Modernization of campus including but not limited to painting, restrooms upgrades, flooring replacement, and ceiling replacement.

Exempt Status: Categorical Exemption. State type and section number: Sections 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); 15303 (New Construction or Conversion of Small Structures); 15304 (Minor Alterations to Land); and 15311 (Accessory Structures).

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

(1) Site improvements to address hardscape deficiencies, safety, and accessibility issues at the school entry are categorically exempt pursuant to Section 15301, as they consist of minor alterations of existing public structures or facilities involving negligible or no expansion of use.

(2) The entry quad renovation is categorically exempt pursuant to Section 15301, as it consists of minor alterations of an existing public structure or facility involving negligible or no expansion of use.

(3) The installation of an entry shade structure is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.

(4) The installation of additional security fencing is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small accessory structures (see paragraph (e), which lists fences as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.

(5) The installation of drought tolerant landscaping and a water efficient irrigation system throughout area of work is categorically exempt pursuant to Section 15301, as it consists of the minor alteration of mechanical equipment involving negligible or no expansion of use; and Section 15304, as it consists of minor public alterations in the

condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees (see paragraph (b), which lists new gardening or landscaping and the replacement of existing conventional landscaping with water efficient landscaping as examples).

(6) Technology infrastructure is categorically exempt pursuant to Section 15301, as it consists of the maintenance and minor alteration of an existing public facility or mechanical equipment involving negligible or no expansion of use; and Section 15302, as it consists of the replacement of existing systems or facilities where the new systems or facilities will be located on the same site and will have substantially the same purpose and capacity as the systems or facilities being replaced.

(7) The installation of exterior lighting is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small, new equipment in small structures (see paragraph (d), which lists electrical extensions of reasonable length, and paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.

(8) The replacement of site utilities is categorically exempt pursuant to Section 15302, as it consists of the replacement of existing structures or facilities where the new structures or facilities will be located on the same site and will have substantially the same purpose and capacity as the structures or facilities replaced (see paragraph (c), which lists replacement of existing utility systems as an example).

(9) The modernization of existing facilities is categorically exempt pursuant to Section 15301, as it consists of minor alterations of an existing public structure or facility involving negligible or no expansion of use.

EXHIBIT H

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

Approval of Notice of Exemption for the Western High School Gyms Modernization Project

RESOLUTION NO. 2023/24-F-08

March 7, 2024

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

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

WHEREAS, the District owns and operates Western High School, located at 501 S. Western Avenue, in the city of Anaheim, County of Orange, State of California; and

WHEREAS, the Western High School Gyms Modernization Project (Project) is one of the projects identified in the approved FMP; and

WHEREAS, on March 07, 2024, the Board ratified the award of a public works contract for the Project; and

WHEREAS, the scope of work for the Project includes: (1) Replacement of the bleachers in the two gymnasiums; (2) Replacement of the flooring in the two gymnasiums; (3) New heating equipment and air circulation fans; (4) Restroom upgrades; (5) Clerestory window replacement; (6) Installation of fencing, signage and ducting covers; and (7) Modernization of gymnasiums including but not limited to roofing, lobby improvements, new drinking fountains, and aesthetic upgrades; and

WHEREAS, the Board has determined that the Project is categorically exempt from the provisions of the California Environmental Quality Act of 1974 ("CEQA"), Public Resources Code sections 21000 et seq., as amended, pursuant to Title 14, sections 15301, 15303, and 15311 of the California Code of Regulations, as the Project consists of the repair, maintenance, and minor alterations of existing public structures, facilities, and mechanical equipment involving negligible or no expansion of use; minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees; and the construction and placement of minor structures accessory to existing institutional facilities; and

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

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

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

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on March 07, 2024, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 7th day of March 2024, 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 7th day of March 2024.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

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

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

☒ County Clerk-Recorder
County of Orange
12 Civic Center Plaza, Room 101
Santa Ana, CA 92701

Project Title: Western High School Gyms Modernization Project

Project Applicant: Anaheim Union High School District

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

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

Description of Nature, Purpose, and Beneficiaries of Project:
Please refer to the Attachment to NOE, included herewith, for a description of the nature and purpose of the project. The beneficiaries will be the students and parents, staff, teachers, and administrators, and the surrounding community.

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

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

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

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

Reasons why project is exempt:
Please refer to the Attachment to NOE

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

If filed by applicant:

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

Signature: _____ Date: 3 / 8 / 2024 Title: Assistant Superintendent, Business

☒ Signed by Lead Agency ☐ Signed by Applicant

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

Date Received for filing at OPR: _____

ATTACHMENT TO NOTICE OF EXEMPTION
Anaheim Union High School District
Western High School Gyms Modernization Project

Description of Nature, Purpose, and Beneficiaries of Project: The Project includes (1) Replacement of the bleachers in the two gymnasiums; (2) Replacement of the flooring in the two gymnasiums; (3) New heating equipment and air circulation fans; (4) Restroom upgrades in west gymnasium; (5) Clerestory window replacement; and (6) Installation of fencing, signage and ducting covers, and (7) Modernization of gymnasiums including but not limited to roofing, lobby improvements, new drinking fountains, and aesthetic upgrades.

Exempt Status: Categorical Exemption. State type and section number: Sections 15301 (Existing Facilities); and 15303 (New Construction or Conversion of Small Structures); and 15311 (Accessory Structures).

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

(1) The replacement of the existing bleachers is categorically exempt pursuant to Section 15301, as it consists of minor alterations of existing public structures or facilities involving negligible or no expansion of use.

(2) The replacement of the existing flooring is categorically exempt pursuant to Section 15301, as it consists of minor alterations of an existing public structure or facility involving negligible or no expansion of use.

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

(4) The restroom upgrades is categorically exempt pursuant to Section 15301, as it consists of the repair, maintenance, or minor alteration of an existing public structure and facilities involving negligible or no expansion of use.

(5) The replacement of existing clerestory windows is categorically exempt pursuant to Section 15301, as it consists of the repair, maintenance, or minor alteration of an existing public structure and facilities involving negligible or no expansion of use.

(6) Installation of fencing, signage and ducting covers is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small accessory structures (see paragraph (e), which lists fences as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.

(7) The modernization of existing buildings is categorically exempt pursuant to Section 15301, as it consists of minor alterations of an existing public structure or facility involving negligible or no expansion of use.

EXHIBIT I

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

Approval of Notice of Exemption for the Magnolia High School Agriscience Community Center Project

RESOLUTION NO. 2023/24-F-09

March 7, 2024

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

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

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

WHEREAS, the Magnolia High School Agriscience Community Center Project (Project) is one of the projects identified in the approved FMP; and

WHEREAS, on March 07, 2024, the Board ratified the award of a public works contract for the Project; and

WHEREAS, the scope of work for the Project includes: (1) Construction of new fire access lane; (2) Path of travel improvements; (3) Construction of modular restroom building; (4) Construction of walk-in cooler; (5) Construction of Freight Farm; (6) Construction of greenhouse; (7) New drinking fountain and sink; and (8) Installation of utility infrastructure to support accessory structures; (9) Installation of landscape, trees and irrigation; (10) Installation of surveillance and security cameras; and (11) Construction of new bioswale.

WHEREAS, the Board has determined that the Project is categorically exempt from the provisions of the California Environmental Quality Act of 1974 ("CEQA"), Public Resources Code sections 21000 et seq., as amended, pursuant to Title 14, sections 15301, 15303, 15304, and 15311 of the California Code of Regulations, as the Project consists of the repair, maintenance, and minor alterations of existing public structures, facilities, and mechanical equipment involving negligible or no expansion of use; minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees; and the construction and placement of minor structures accessory to existing institutional facilities; and

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

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

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

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on March 07, 2024, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 7th day of March 2024, 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 7th day of March 2024.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

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

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

☒ County Clerk-Recorder
County of Orange
12 Civic Center Plaza, Room 101
Santa Ana, CA 92701

Project Title: Magnolia High School Agriscience Community Center Project

Project Applicant: Anaheim Union High School District

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

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

Description of Nature, Purpose, and Beneficiaries of Project:
Please refer to the Attachment to NOE, included herewith, for a description of the nature and purpose of the project. The beneficiaries will be the students and parents, staff, teachers, and administrators, and the surrounding community.

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

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

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

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

Reasons why project is exempt:
Please refer to the Attachment to NOE

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

If filed by applicant:

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

Signature: _____ Date: 3 / 8 / 2024 Title: Assistant Superintendent, Business

☒ Signed by Lead Agency ☐ Signed by Applicant

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

Date Received for filing at OPR: _____

ATTACHMENT TO NOTICE OF EXEMPTION
Anaheim Union High School District
Magnolia High School Agriscience Community Center Project

Description of Nature, Purpose, and Beneficiaries of Project: The Project includes ((1) Construction of new fire access lane; (2) Path of travel improvements; (3) Construction of modular restroom building; (4) Construction of walk-in cooler; (5) Construction of Freight Farm; (6) Construction of greenhouse; (7) New drinking fountain and sink; and (8) Installation of utility infrastructure to support accessory structures; (9) Installation of landscape, trees and irrigation; (10) Installation of surveillance and security cameras; and (11) Construction of new bioswale.

Exempt Status: Categorical Exemption. State type and section number: Sections 15301 (Existing Facilities); and 15303 (New Construction or Conversion of Small Structures); AND 15304 (Minor Alterations to Land); and 15311 (Accessory Structures).

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

(1) The construction of a new fire lane is categorically exempt pursuant to Section 15301, as it consists of minor alterations of existing public structures or facilities involving negligible or no expansion of use.

(2) Site improvements to address hardscape deficiencies, safety, and accessibility issues are categorically exempt pursuant to Section 15301, as they consist of minor alterations of existing public structures or facilities involving negligible or no expansion of use.

(3) The construction of a new modular restroom building is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small new equipment in small structures (see paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.

(4) The construction of a new walk-in cooler is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small new equipment in small structures (see paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.

(5) The construction of a new freight farm is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small new equipment in small structures (see paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.

(6) The construction of a greenhouse is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small new equipment in small structures (see paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.

(7) The installation of a new drinking fountain and sink is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public structures or facilities involving negligible or no expansion of existing or former use.

(8) The installation of site utilities to support accessory structures is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public structures or facilities involving negligible or no expansion of existing or former use.

(9) The installation of surveillance cameras is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small new equipment in small structures (see paragraph (d), which lists electrical extensions of reasonable length, and paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.

(10) The installation of landscape, trees and irrigation system is categorically exempt pursuant to Section 15304, as it consists of minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees (see paragraph (b), which lists new gardening or landscaping and the replacement of existing conventional landscaping with water efficient landscaping as examples).

(11) The construction of a bioswale is categorically exempt pursuant to Section 15304, as it consists of minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees (see paragraph (b), which lists new gardening or landscaping and the replacement of existing conventional landscaping with water efficient landscaping as examples).

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

AUTISM AWARENESS MONTH

RESOLUTION NO. 2023/24-E-19

March 7, 2024

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

WHEREAS, autism is a complex neurobiological disorder that typically lasts throughout a person's lifetime. It is part of a group of disorders known as autism spectrum disorders (ASD), autism impairs a person's ability to communicate and relate to others; and

WHEREAS, an ASD begins before the age of 3 and lasts throughout a person's life, ASDs occur in all racial, ethnic, and socioeconomic groups and are four times more likely to occur in boys than in girls; and

WHEREAS, autism symptoms can range from very mild to quite severe; parents are usually the first to notice unusual behaviors in their child or their child's failure to reach appropriate developmental milestones. Scientists think that both genes and the environment play a role, and there might be many causes that lead to ASDs; and

WHEREAS, currently, there are no effective means to prevent autism, no fully effective treatments, and no cure. Research indicates, however, that early intervention in an appropriate educational setting for at least two years during the preschool years can result in significant improvements for many young children with autism spectrum disorders.

NOW, THEREFORE, BE IT RESOLVED; that the Anaheim Union High School District Board of Trustees does hereby support and designate April 2024 as Autism Awareness Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 7, 2024, 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 7th day of March 2024, 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 7th day of March 2024.

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

EXHIBIT K

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

CESAR CHAVEZ DAY

RESOLUTION NO. 2023/24-E-20

March 7, 2024

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

WHEREAS, the rights and benefits working Americans enjoy today were not easily gained; they had to be won; and

WHEREAS, it took generations of courageous men and women, fighting to secure decent working conditions, organizing to demand fair pay, and sometimes risking their lives; and

WHEREAS, some, like Cesar Estrada Chavez, made it the cause of their lives; and

WHEREAS, Cesar Chavez spent his youth moving across the American Southwest, working in fields and vineyards, and experiencing firsthand the hardships he would later crusade to abolish; and

WHEREAS, at the time, farmworkers were deeply impoverished and frequently exploited, exposed to very hazardous working conditions; and

WHEREAS, after serving in the U. S. Navy, Cesar Chavez became a community organizer and began his lifelong campaign for civil rights and social justice; and

WHEREAS, applying the principles of nonviolence, he led workers in marches, strikes, and boycotts, focusing our Nation’s attention on their plight and using the power of picket lines to win union contracts; and

WHEREAS, few Americans have led this charge so tirelessly and for so many.

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees proudly celebrates Cesar Chavez's legacy and the progress achieved by all who stood alongside him by observing March 31, 2024, as Cesar Chavez Day.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 7, 2024, 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 7th day of March 2024, 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 7th day of March 2024.

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

EXHIBIT L

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

National Child Abuse Prevention Month

RESOLUTION NO. 2023/24-E-21

March 7, 2024

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

WHEREAS, the Anaheim Union High School District and other local organizations acknowledge April 2024 as National Child Abuse Prevention Month; and

WHEREAS, in 2001, the United States reported spending $258 million dollars each day as a direct or indirect result of the abuse and neglect of the Nation's children; and

WHEREAS, by calling attention to the need for public education and community services to help prevent child abuse and neglect, these groups hope to reduce the impact to children and families; and

WHEREAS, the future of our community depends on promoting policies and services that support healthy childhood development and strengthen families; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment; and

WHEREAS, the prevention of child abuse and neglect represents a worthy commitment to our children's future:

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees proudly joins in the National Child Abuse Prevention Month, April 2024, to support the needs of children in our community as our most precious resource.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 7, 2024, 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 7th day of March 2024, 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 7th day of March 2024.

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

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

Arab American Heritage Month

RESOLUTION NO. 2023/24-E-22

March 7, 2024

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

WHEREAS, on March 22, 2018, Senate Concurrent Resolution 123 was introduced in the California Legislature seeking bicameral support for designating April as Arab American Heritage Month; and

WHEREAS, the Anaheim Union High School District (District) has seen a significant increase in Arab student enrollment and has recognized the contributions of Arab American students, families, and community members; and

WHEREAS, in the 2017-18 school year, the District created an Arabic language course at Western High School, which the District intends to expand to other schools; and

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including medicine, law, business, technology, government, and culture; and

WHEREAS, since migrating to the United States, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, Arab migrants to the United States brought with them their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that have added strength to our great democracy; and

WHEREAS, Arab Americans have also enriched our society by embracing the American spirit of opportunity that makes our nation free and prosperous; and

WHEREAS, the history of Arab Americans in American life often remains neglected or defaced by misunderstanding, bigotry, and anti-Arab hate in the form of crimes and speech; and

WHEREAS, issues currently affecting Arab Americans, such as civil rights abuses, harmful stereotyping, harassment, and bullying, must be combated in the forms of education and awareness; and

WHEREAS, Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, the immense contributions and heritage of Arab Americans have helped us build a better nation;

NOW, THEREFORE BE IT RESOLVED, that the Anaheim Union High School District celebrates the countless contributions that Arab Americans have made to American society and the State of California, and that the Board of Trustees of the Anaheim Union High School District hereby proclaims the month of April 2024 to be Arab American Heritage Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on March 7, 2024, 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 7th day of March 2024, and passed by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March 2024.

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

EXHIBIT N

BEFORE THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA

RESOLUTION NO. 2023/24-HR-03

March 7, 2024

PRELIMINARY RESOLUTION
REDUCTION OR ELIMINATION OF PARTICULAR
KINDS OF SERVICES PERFORMED BY CERTIFICATED EMPLOYEES
(Education Code §§ 44949 and 44955)

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

WHEREAS, Education Code Sections 44949 and 44955 require action by the Board of Trustees to reduce or eliminate services and permit the layoff of certificated employees; and

WHEREAS, the Superintendent of the Anaheim Union High School District has recommended to the Board of Trustees that particular kinds of services be reduced or eliminated no later than the end of the 2023-2024 school year; and

WHEREAS, the Board of Trustees has determined that a reduction or elimination of particular kinds of services is needed no later than the end of the 2023-2024 school year; and

WHEREAS, it will be necessary to reduce the number of certificated employees of the District as a result of the reduction or elimination of particular kinds of services; and

WHEREAS, the District currently employs permanent, probationary, temporary/categorical, and substitute certificated employees; and

WHEREAS, the Board of Trustees has considered all positively assured attrition which has occurred to date, that is, all releases of temporary certificated employees, deaths, resignations, retirements, and other permanent vacancies, in reducing these services and, in addition to the attrition already assured, finds it necessary to reduce additional particular kinds of services; and

WHEREAS, any additional attrition will be taken into account by Administration to determine whether the number of permanent and probationary employees affected by the reduction or elimination of particular kinds of services may be mitigated.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Anaheim Union High School District:

1. That all of the foregoing recitals are true and correct.

Services to Be Reduced or Eliminated

2. That the Board of Trustees determines to reduce or eliminate the positions set forth in Exhibit A, attached hereto, by subject classification and full-time equivalent, no later than the end of the 2023-2024 school year.

3. That because of the elimination and reduction of particular kinds of services listed in Exhibit A and referenced above, it is necessary to terminate, at the end of the 2023-2024 school year, certificated employees equal in full-time equivalents to the positions affected by the reduction or elimination of the particular kinds of service.

4. That in identifying the particular kinds of services listed in Exhibit A and referenced above for reduction or elimination, the Board of Trustees confirms that all programs and services performed by certificated employees of the District that are not so identified shall be maintained and staffed with individuals who are both competent and credentialed to perform such services. The Board of Trustees reserves the right to identify additional services for reduction or elimination.

Seniority of Probationary and Permanent Certificated Employees

5. That seniority shall be determined by the first date of paid service as an employee in a probationary position and as defined by law.

6. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code Section 44955 requires the Board of Trustees to state specific criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Trustees in a probationary position on the same date.

7. That the criteria selected by the Board of Trustees are listed in Exhibit B, attached hereto.

Deviation from Seniority-based Layoffs and Displacement Rights

8. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code Section 44955 allows the Board of Trustees to deviate from terminating a certificated employee in order of seniority by virtue of their credential(s), assignment, and the specific needs of the District and its students.

9. That the criteria, which shall be established by testimony and other evidence, applied to deviate from terminating certificated employees who may otherwise be terminated by order of seniority, are based on the needs of the students of the District, and will ensure that, unless permitted by law, no employee will be terminated while a less senior employee is retained to render service, that the more senior employee is both certificated and competent to render.

10. That in observing the statutory rights of more senior certificated employees performing services in a subject matter or field identified by the District for

reduction or elimination to displace a less senior certificated employee, a more senior certificated employee may displace a less senior certificated employee if it is established to the satisfaction of the District that the more senior certificated employee is competent and credentialed to render the services performed by a less senior certificated employee. That "competency" as described in Education Code Section 44955(b) for the purposes of bumping shall necessarily include: (1) current possession of a valid clear or preliminary credential in the subject(s), grade level, or position to which the employee will be assigned at the beginning of the 2024-2025 school year; (2) appropriate full (not emergency) EL authorization (if required by the position); (3) in the case of displacing junior employees teaching in a departmentalized setting, single subject credential(s) or subject matter authorization in that subject area; (4) in the case of displacing junior employees teaching in a high school departmentalized setting, single subject credential(s) in that subject area; (5) any training and experience necessary to meet the job requirements of specialized positions; and (6) and has previously taught the subject(s) taught by the junior employee, or performed the service performed by the union employee, in the District for one complete school year within the last five school years.

11. That, unless permitted by law, no employee will be terminated while a less senior employee is retained to render a service in a position for which the more senior employee is both certificated and competent for the entire assignment of the less senior employee (no fractional bumping).

Preliminary Notices of Layoff to Probationary and Permanent Employees

12. That the Superintendent or designee will send appropriate notices to all probationary and permanent employees possibly affected by the reduction and elimination of particular kinds of service. The notices shall state it has been recommended that each of their services will not be required for the 2024-2025 school year, pursuant to Education Code Sections 44949 and 44955.

13. That the Superintendent or designee is delegated authority to take all actions necessary and appropriate to the accomplishment of the purposes of this Resolution.

Assignments, Reassignments, and Reduction of 6/5th Positions

14. The Superintendent or designee will take appropriate action to assign, reassign, and reduce 6/5th assignments in addition to eliminating and reducing the particular kinds of services listed in Exhibit A.

The foregoing Resolution was **PASSED** and **ADOPTED** at a regular meeting of the Board of Trustees of the Anaheim Union High School District on the 7th day of March, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the 7th day of March 2024 at its regular place of meeting, and passed by a roll call vote of all members of said Board, and which resolution is on file in the office of said Board.

IN WITNESS WHEROF, I have hereunto set my hand and seal this 7th day of March 2024.

_____
Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District
County of Orange, State of California

EXHIBIT A

Reduction or Elimination of Certain Certificated Services

The following particular kinds of services are to be reduced or eliminated at the end of the 2023-2024 school year:

PARTICULAR KINDS OF SERVICE OR PROGRAM CERTIFICATED POSITIONS	NUMBER OF FULL-TIME EQUIVALENTS
English (Permanent)	31
English (Temporary)	2
Math (Permanent)	27
Math (Temporary)	2
Physical Education (Permanent)	15
Physical Education (Temporary)	0
Science (Permanent)	24
Science (Temporary)	5
Social Science (Permanent)	22
Social Science (Temporary)	3

EXHIBIT B

Criteria to Be Applied to Determine Order of Layoff for Certificated Employees with the Same Date of First Paid Probationary Service

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 all certificated employees with the same seniority date are not terminated. Each criterion shall be used only if application of the preceding criteria does not resolve all ties between employees having the same seniority date. These criteria meet the particular needs of the District at this 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

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, nonteaching 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.

EXHIBIT O

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

Compensation for Board Meeting

RESOLUTION NO. 2023/24-BOT-04

March 7, 2024

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

WHEREAS, the Board of Trustees of the Anaheim Union High the School District appreciates the services provided by members of the Board and provides compensation for meeting attendance in accordance with Education Code 35120; and

WHEREAS, Education Code 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month unless otherwise authorized by Board resolution; and

WHEREAS, Education Code 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed; and

WHEREAS, the Board finds that Trustee Anna L. Piercy did not attend the Board meeting on March 7, 2024, due to illness;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District approves full compensation of the Board member for the month of March 2024.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 7, 2024, 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 7th day of March 2024, 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 7th day of March 2024.

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

EXHIBIT P

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 1st day of February 2024, between the Anaheim Union High School District ("District") and Friends of Montessori Greenhouse School ("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 Contractor is in need of such special services and advice; and

WHEREAS, the District 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 District agrees to perform the services described in this Agreement in accordance with the standards of its profession, to Contractors 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 District, 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. District will provide the Services to the Contractor during the Term.

2. **Term**. The term for services pursuant to this Agreement is from February 1, 2024, through June 30, 2024.

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

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

4. **Compensation**. Contractor agrees to pay the District for Services satisfactorily rendered pursuant to this Agreement a total fee of **$120/Hr. (Weekdays)** and **$140/Hr. (Weekends),** with 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 Contractor receives an invoice from District for Services actually completed.

5. **Independent Person/Entity**. 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 person/entity. 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**. District shall furnish, at District'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**. District 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. District 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 District 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 the District's 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 District has no employees, it may certify or warrant to the Contractor 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 District owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If the District 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 District 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**. District and all District'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**. District 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 Districts 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. Nancy Nien
Copy: Scott Sangren
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3555
Email: nien_n@auhsd.us

Contractor
Friends of Montessori Greenhouse School
Attn: Michael Bax
Address: 5856 Belgrave Ave.
Garden Grove, Ca. 92845
Phone: (714) 897-3833
Email: mbax35@yahoo.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:_____

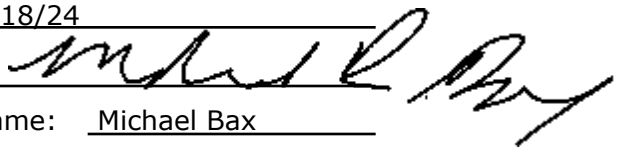
By: _____

Print Name: Nancy Nien, Ph.D

Its: Assistant Superintendent, Business

Friends of Montessori Greenhouse School

Date: 1/18/24

By: 

Print Name: Michael Bax

Its: _____

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:

The DISTRICT, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to the CONTRACTOR for the transportation of Montessori Greenhouse School participants when the DISTRICT has available extra school buses and licensed school bus drivers.

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, _____, am the _____ of _____,
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 _____, California on _____.
Date

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Contractor

_____
Address

_____
Telephone Number

AGREEMENT

PROFESSIONAL CONSULTANT FOR THE DEVELOPER FEE JUSTIFICATION STUDY

THIS AGREEMENT, hereinafter referred to as "AGREEMENT", is effective March 8, 2024, and it is made by and between WOOLPERT, INC., hereinafter referred to as "CONSULTANT," and the ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "DISTRICT."

WHEREAS, the DISTRICT is in need of professional services to provide an analysis for the developer fee justification study, herein referred to as PROJECT.

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide the special services and equipment required.

NOW, THEREFORE, the DISTRICT and CONSULTANT collectively, sometimes referred to herein as a "PARTY or PARTIES", hereto agree as follows:

1. CONSULTANT shall provide the services in accordance with the proposal submitted for professional services to provide develop fee justification study, included as EXHIBIT "A" to this AGREEMENT, and are hereby incorporated by reference into this Agreement.

2. The CONSULTANT shall commence providing services under this Agreement on March 8, 2024, and will diligently perform as required and complete said services as an independent consultant and not as an employee of the DISTRICT.

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

4. The DISTRICT will pay the CONSULTANT a total not-to-exceed amount of TEN THOUSAND SEVEN HUNDRED DOLLARS ($10,500) for services rendered pursuant to this AGREEMENT. Progress payments, in the amounts indicated per EXHIBIT "A" and negotiated fee proposal, will be made. Pursuant to EXHIBIT "A" Section Fee Schedule, a flat sum of $10,000 is for the Developer Fee Studies with an additional maximum amount of is $500 available for reimbursable expenses. The amount of each item will be payable thirty (30) days after completion and approval of each corresponding item or task. Payment for each item or task must be approved by the DISTRICT's Executive Director Facilities, Maintenance & Operations before an actual payment can be made.

5. The CONSULTANT will hold prices firm for the duration of the contract or until all work associated with the PROJECT is complete.

6. TERMINATION

a. The DISTRICT may at any time and for any reason terminate this AGREEMENT and compensate CONSULTANT only for services rendered to the date of termination. Written notice by the DISTRICT's Assistant Superintendent or Director of Facilities Planning, Design & Construction shall be sufficient to stop further performance of services by CONSULTANT. The notice shall be deemed given when received or no later than three days after the date of mailing, whichever is sooner. The DISTRICT shall pay to the CONSULTANT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the termination of services.

b. In the event of a dispute between the PARTIES as to performance of the work, or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue the work diligently to completion subject to the agreement of the DISTRICT to make progress payments as called for herein, except the DISTRICT may withhold only those funds from an invoice that is in dispute. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but CONSULTANT's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the services provided for in this AGREEMENT have been completed, and not before subject to the DISTRICT making progress payments as called for herein.

7. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subconsultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- Comprehensive General Liability $1 million per occurrence ($2 million aggregate) for comprehensive general liability
- Workman's Compensation Statutory Minimums
- Automobile Liability $1 million per occurrence
- Professional Liability/ E&O $1 million per occurrence

Each policy of insurance required shall name the DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days written notice ten (10) for cancellation based upon non-payment of premiums) shall be given to DISTRICT prior to cancellation; and, with the

exception of Workman's Compensation and Professional Liability/E&O, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

8. CONSULTANT agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, to the extent caused by CONSULTANT:

    a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

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

    The CONSULTANT, at CONSULTANT'S expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Notwithstanding the above, the CONSULTANT's obligation to indemnify for professional errors or omissions does not include the obligation to defend actions or proceedings brought against the DISTRICT but rather to reimburse the DISTRICT as damages for attorney's fees and legal costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT to the extent caused by negligence of the CONSULTANT; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of DISTRICT or of other third parties for which the CONSULTANT is not legally liable.

9. This AGREEMENT is not assignable or delegable without written consent of the PARTIES hereto.

10. CONSULTANT shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including Worker's Compensation.

11. This AGREEMENT shall be governed by the laws of the State of California.

12. THIS AGREEMENT SHALL NOT INCLUDE OR INCORPORATE THE TERMS OF ANY GENERAL CONDITIONS, CONDITIONS, MASTER AGREEMENT OR ANY OTHER BOILERPLATE TERMS OR FORM DOCUMENTS PREPARED BY THE CONSULTANT. THE ATTACHMENT OF ANY SUCH DOCUMENT TO THIS AGREEMENT AS EXHIBIT “A” SHALL NOT BE INTERPRETED OR CONSTRUED TO INCORPORATE SUCH TERMS INTO THIS AGREEMENT UNLESS THE DISTRICT APPROVES OF SUCH INCORPORATION IN A SEPARATE WRITING SIGNED BY THE DISTRICT. ANY REFERENCE TO SUCH BOILERPLATE TERMS AND CONDITIONS IN THE PROPOSAL OR QUOTE SUBMITTED BY THE CONSULTANT SHALL BE NULL AND VOID AND HAVE NO EFFECT UPON THIS AGREEMENT. PROPOSALS, QUOTES, STATEMENT OF QUALIFICATIONS AND OTHER SIMILAR DOCUMENTS PREPARED BY THE CONSULTANT MAY BE INCORPORATED INTO THIS AGREEMENT AS EXHIBITS BUT SUCH INCORPORATION SHALL BE STRICTLY LIMITED TO THOSE PARTS DESCRIBING THE CONSULTANT’S SCOPE OF WORK, RATE AND PRICE SCHEDULE AND QUALIFICATIONS. This AGREEMENT represents the entire agreement between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

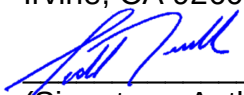
13. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof with the exception of those documents subject to the exclusions in ITEM #13 of this AGREEMENT.

[continued on next page]

14. The parties have caused this AGREEMENT to be executed by duly authorized representatives as indicated below.

CONSULTANT:

Woolpert, Inc.
2855 Michelle Dr. Suite 230
Irvine, CA 92606



(Signature, Authorized Representative)

Scott Newell
Signer's Name

Vice President, Director Strategic Consulting
Title

20-1391406
(SSN or Federal ID number)

720.279.3745
(Telephone)

Scott.Newell@Woolpert.com
(Email Address)

02/23/2024
(Date)

DISTRICT:

Anaheim Union High School District
501 N Crescent Way
Anaheim, CA 92801

(Signature, Authorized Representative)

Nancy C. Nien, Ph.D.
Assistant Superintendent, Business
Anaheim Union High School District

(Date)

DISTRICT Board of Education Approval Date: March 7, 2024

Attachments: Certification – Criminal Records Check
Exhibit “A”

CERTIFICATION
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Anaheim Union High School DISTRICT:

I, Woolpert, Inc certify that:
Name of Consultant

1. I have carefully read and understand the Notice to Consultants Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at 1:15 p.m., California on 02/23/2024.
Date

Signature

Scott Newell
Typed or printed name

Vice President, Director Strategic Consulting
Title

2855 Michelle Drive, Suite 230 Irvine, CA 92606
Address

720.279.3745
Telephone

Exhibit “A”

Proposal dated February 21, 2024

EXHIBIT A



Request for Proposal

Developer Fee Justification Study

Anaheim Union High School District

February 21, 2024

WOOLPERT

February 21, 2024

Patricia Neely, Executive Director
Facilities, Maintenance and Operations
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

RE: Developer Fee Justification Study – Request for Proposal

Dear Patricia,

Woolpert, Inc. is pleased to submit the enclosed proposal to provide a Developer Fee Justification Study ("Fee Study") to Anaheim Union High School District or "AUHSD" or "District").

Throughout the past 25-plus years, we have helped plan and finance school facilities for more than 2,000 school districts across the nation. Our philosophy is to provide relationship-based consulting services primarily to school districts. We believe it is important to thoroughly understand our clients' specific needs, and we pride ourselves on building lasting partnerships that help them achieve their long-term goals and objectives.

We are unique in that we offer a spectrum of services, from initial assessment and planning through funding and final construction. Our integrative model merges demographic information, conditional needs, educational goals, and funding ability. This gives both our staff and our clients a "Full Picture" of the school district's needs.

Thank you for the opportunity to submit the enclosed proposal. Should you have any questions, please do not hesitate to contact me. We look forward to working with AUHSD!

Sincerely,

David Lopez
Executive Director/Consultant III
David.Lopez@woolpert.com
949-230-8318

Who We Are

In 2023, Cooperative Strategies merged with Woolpert, combining decades of experience guiding school district decision making with industry-leading architecture, engineering, geospatial, and strategic consulting services. As part of Woolpert, our staff works together with school districts to deliver outcome-based solutions that support thriving schools and communities. We are a tight-knit team of educational facility and program planners with backgrounds in school facility management, educational program planning, 21st-century learning principles, GIS, engineering, architecture, capital planning, and community engagement. Our team members include former state department of education thought leaders; former school superintendents, maintenance managers, teachers, and administrators; Association for Learning Environments (A4LE) members; and Recognized Educational Facility Planners (REFP).

We have served clients at every level and style of education—preschool through collegiate, public and private, and even military—at locations across the country and the world. Together, we can help you effectively and efficiently assess, plan, fund, and build the high-quality school district your community deserves.

Why Woolpert?

We are dedicated to strengthening our public-school institutions at every level, every day. Woolpert has worked alongside the [Re]Build America's School Infrastructure Coalition, the National Council on School Facilities, and the Center for Cities + Schools toward the passage of legislation to support the modernization of our nation's worst school facilities. We have facilitated regular webinars where K12 thought leaders collaborated regarding equitably and safely educating all students.

As your needs evolve, so do our offerings. From initial building and standards assessments to facility and demographic planning and full program management, we partner with school districts throughout their entire journey.

For us, it is all about relationships. One size does not fit all, especially when it comes to planning educational facilities. Our team works to understand each district's goals and objectives and become a trusted extension of their staff. Many school districts have been our clients for upwards of 20 years. Our approach is about building lasting partnerships.

Nationwide Expertise

We guide school districts of all shapes and sizes through projects of all shapes and sizes. Our expertise across the facility and educational planning process means districts do not need to hire multiple firms from various industries. Our team listens to administrations' hopes and communities' concerns. We partner with school boards to help build stakeholder consensus and work with developers and designers to execute schools' visions. With thousands of success stories across the U.S. and beyond, we easily adapt to regional laws and regulations. Team members located throughout the country—in California, Colorado, Florida, Iowa, Ohio, Texas, and Virginia—enable us to offer nimble, cost-effective solutions to clients regardless of their location or time zone.



Figure 1: Map of Public School District Projects

Scope of Services

Developer Fee Justification Study

Over the past several years, we have completed one or more Fee Studies/impact mitigation plans for over 200 Local Education Agencies ("LEAs"). Not only is our approach to these analyses conceptually complete but has also undergone extensive legal review.

We have assisted school districts of all sizes, from some of the smallest, rural districts to some of the largest urban and suburban districts in California. This wide range of expertise has allowed us to refine our approach to ensure nothing is missed when calculating Level I Fees, giving our clients the peace of mind that our reports can provide back up to developers and the community that the resulting fee is fully justified.



As a result, we believe this approach provides LEA clients with the highest available assurance that the resulting fee and/or mitigation payment structure will comply with all relevant requirements of Assembly Bill ("AB") 181, AB 602, AB 1600, AB 2926, AB 2751, and other sections of the Government Code.

In addition, our methodology conforms to the findings of the Shapell Industries v. Milpitas Unified School District decision.

We place a high value on timeliness, punctuality, and engagement with our clients. Open communication and frequent in-person participation in meetings make our firm successful in this industry. Once retained, we immediately schedule a kick-off conference call to address any potential staff concerns and answer questions regarding the fee justification process. During this call, we also provide an overview of the data needed to complete the reports and provide a proposed timeline. We continue to provide progress updates throughout the duration of the project.

We also understand the sensitivities of the development community to the imposition of impact fees on new construction. Because of that sensitivity, we approach the preparation of Fee Studies with caution and are constantly managing the best interests of our clients.



Statement of Work

Woolpert, Inc. (Woolpert or “We”) will prepare a Developer Fee Justification Study ("Fee Study") for Anaheim Union High School District (“AUHSD” or “School District”). The study will identify the justified statutory school fees ("School Fees") of the school district and will also identify the full school facilities impacts to be mitigated by the future residential and commercial/industrial development within the school district.

The specific activities and tasks to be performed under this Statement of Work include the following:

Activity I. Background Research

TASKS

1.Kick-Off Meeting
Woolpert will facilitate a kick-off meeting to review process, timeline, and any requests for data. We will use this meeting with administration to discuss any issues that may impact AUHSD developer fees such as enrollment, residential development, and capacity.

2. Data Collection
Woolpert will collect the following data to be used in the create of the study:

- Current school year student data
- Current parcel data
- Existing capacity study from district and/or SAB Form 50-02
- Future planned residential units
- US Census Data
- Employment Data
- Commercial/Industrial Data
- Household Occupancy Data
- Travel to time to employer

3. Student Generation Factors
This task involves calculating student generation factors ("SGF") by housing category (i.e., single family detached, and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of AUHSD to residential data provided from the County Office of the Assessor ("Assessor").

Activity II. Determine School Facility Needs

TASKS

4. Determine School Facility Needs
Woolpert will perform the following analyses:

- Existing capacity vs. Current enrollment
- Student generated from residential development
- Future school facility needs by grade level based on estimated future residential development

Activity III. School Facilities Impact Per Category

TASKS

5. School Facility Costs
This task involves reviewing and analyzing data and documents from AUHSD to estimate the cost of constructing or expanding the school facilities identified in Task 3.

6. School Facilities Impact Analysis for Residential and Commercial/Industrial Development

This task involves estimating the full school facilities impacts per unit and square footage of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities I, II, and III. If full school facilities impact per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.

Activity IV. Study Preparation and Governing Board

TASKS

7. Study Preparation
This task involves preparing one (1) draft and one (1) final version of the report and findings of the Developer Fee Justification Study in PDF format.

8. Discussion of Fee Study with District's Counsel
This task involves correspondence with District Counsel regarding the fee study report and findings.

9. Attendance at Meetings of the Board of Trustees
This task involves attending one (1) meeting where the public hearing and/or consideration of the Study occurs. Woolpert shall be prepared to present the Study or answer any questions from member of the Board of Trustees or public related to the Study.



EDUCATION
BA, American History, University of California, Berkeley

AREAS OF EXPERTISE
Trustee/Voting Areas
Demographic Studies & Developer Fee Justification Studies
CFD Formation & Administration
Facilities Master Planning
Community Engagement
Enrollment Projections
Redevelopment

NOTABLE ACCOMPLISHMENTS
Currently serves over 100 School District clients throughout 16 CA counties
Involved in the formation of more than 50 CFDs from 2008 to present

David Lopez

Executive Director/Consultant III

David brings over 25 years of experience in managing project teams within the client service industry. He assists both public agencies and Local Education Agencies (LEAs) with utilization of Community Facilities Districts (CFDs) as facilities funding options, facilities master planning efforts, trustee area redistricting, enrollment projections, developer impact fee studies and other specialized demographic needs, and redevelopment services.

Sample Experience

Alvord Unified School District, CA

Annual & Five-Year Reports, CFD Administration, Developer Fee Justification Studies, Special Tax Consulting, Trustee/ Voting Areas

City of Beverly Hills, CA
Disclosure Compliance Services, CFD Administration

Conejo Valley Unified School District, CA

Developer Fee Justification Studies, Enrollment Projections, myschoolLOCATION, Trustee/ Voting Areas

Eastside Union School District, CA
Annual & Five-Year Reports, Developer Fee Justification Studies; Facility Master Planning, Enrollment Projections, Redvelopment, Special Tax Consulting, Trustee/ Voting Areas

Fullerton School District, CA
Disclosure Compliance Services, CFD Administration

Lodi Unified School District, CA
Facilities Master Planning; Enrollment Projections; Facilities Usage Fees; myschoolLOCATION

Menifee Union School District, CA
CFD Administration, CFD Formation, Demographic Analysis; Capacity Analysis, Developer Negotiations, Enrollment Projections, Funding Programs, Trustee/Voting Areas

Oxnard Union High School District, CA
Trustee/ Voting Areas, Community Engagement, Attendance Boundaries

Paso Robles Joint Unified School District, CA

Annual & Five-Year Reports, Developer Fee Justification Studies, Trustee/Voting Areas, Attendance Boundaries, myschoolLOCATION

Perris Elementary School District, CA
CFD Administration, Clean Energy Services, Developer Fee Justification Studies, Redevelopment, Trustee/Voting Areas

Richland Union School District, CA
Developer Fee Justification Studies, Enrollment Projections, CFD Administration, Developer Negotiations, Special Tax Consulting

Santa Ana Unified School District, CA

CFD Administration, Developer Fee Justification Studies, Redevelopment

San Lorenzo Unified School District, CA

Facilities Master Planning, Enrollment Projections

Val Verde Unified School District, CA
Annual & Five-Year Reports, CFD Administration, CFD Formation; Developer Fee Justification Studies, Developer Negotiations, Redevelopment, Special Tax Consulting

Valley Center-PaumaUnified School District, CA
Annual & Five-Year Reports, CFD Administration, Developer Fee Justification Studies, Facility Master Planning, Trustee/ Voting Areas



EDUCATION
BA, Geography, University of California, Los Angeles

AREAS OF EXPERTISE
Developer Fee Justification Studies
School Facilities Needs Analyses
Enrollment Projections
Capacity Analyses
Geographic Information Systems
Assessment District Administration
Trustee/Voting Areas

NOTABLE ACCOMPLISHMENTS
Finalist, NYC Department of Education Call for Innovations, Enhancing School Zoning Efforts by Predicting Population Change

Andrew Bishop

Senior Associate Associate Director/Consultant II

Andrew Bishop has provided financial, demographic, and cartographic services to a wide variety of LEAs since 2005. His expertise with Geographic Information Systems has helped illustrate a variety of demographic and facilities planning services for hundreds of school districts. Andrew also has extensive experience calculating student generation rates to determine future student enrollment and the resulting impact on school facilities.

Sample Experience

Alum Rock Union Elementary School District, CA
Enrollment Projections

Anaheim Elementary School District, CA
Trustee/Voting Areas

Beverly Hills Unified School District, CA
Developer Fee Justification Studies

Bonita Unified District, CA
Developer Fee Justification Studies; RIMD Administration

Byron Union School District, CA
Developer Fee Justification Studies; Enrollment Projections

Capistrano Unified School District, CA
Annual & Five-Year Reports; Developer Fee Justification Studies

Fremont Unified School District, CA
Developer Fee Justification Studies; Enrollment Projections; School Facilities Needs Analyses

Hesperia Unified School District, CA
Annual & Five-Year Reports; Developer Fee Justification Studies; Enrollment Projections; School Facilities Needs Analyses

Irvine Unified School District, CA
Annual & Five-Year Reports; Developer Fee Justification Studies; RIMD Administration; School Facilities Needs Analyses

Long Beach Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Manhattan Beach Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Menifee Union School District, CA
Annual & Five-Year Reports; Developer Fee Justification Studies; School Facilities Needs Analyses

Murrieta Valley, CA
Developer Fee Justification Studies, Annual & Five-Year Reports, Facilities Master Plan

Palm Springs Unified School District, CA
Developer Fee Justification Studies

Palo Verde Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Redondo Beach Unified School District, CA
Boundary Planning; Developer Fee Justification Studies; Enrollment Projections

San Francisco Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Val Verde Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports



EDUCATION
BS, Business Administration, California State University, Long Beach

AREAS OF EXPERTISE
Developer Fee Justification Studies
Annual & Five-Year Reports
School Facilities Needs Analyses
Community Engagement
Client Relationship Management Systems
Geographic Information Systems
Trustee/Voting Areas

NOTABLE ACCOMPLISHMENTS
Certified Presenter in Hewlett-Packard Life Entrepreneurship Education Program

Janice Grass

Associate Director/Consultant I

Janice joined the firm in 2017 and has become an integral part of our planning and demographic services team specializing in Developer Fee Justification Studies, Annual & Five-Year Reports, and School Facilities Needs Analysis. She has experience in program management and planning in both higher education and business development settings.

Sample Experience

Alvord Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Arvin Union School District, CA
School Facilities Needs Analysis

Campbell Union School District, CA
Trustee/Voting Area Redistricting

Campbell Union High School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Cypress School District, CA
Developer Fee Justification Studies

Eastside Union School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

El Monte Union High School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

El Segundo Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Irvine Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Jefferson School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Las Virgenes Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Long Beach Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Manhattan Beach Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Mountain View School District (San Bern County), CA
Developer Fee Justification Studies

Murrieta Valley, CA
Developer Fee Justification Studies, Annual & Five-Year Reports, Facilities Master Plan

Palo Verde Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Richland School District, CA
School Facilities Needs Analysis

San Francisco Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

Val Verde Unified School District, CA
Developer Fee Justification Studies, Annual & Five-Year Reports

References

Entity	Primary Contact	Address
Moorpark Unified School District	Lynn David Assistant Superintendent, Business Services (805) 378-6300 ldavid@mrpk.org	5297 Maureen Lane Moorpark, CA 93021
Orange Unified School District	Scott Harvey Senior Executive Director, Administrative Services (714) 628-4585 sharvey@orangeusd.org	726 West Collins Avenue Orange, CA 92867
Richland School District	Martin Rodriguez Chief Business Officer (661) 746-8610 mrodriguez@richland.k12.ca.us	300 N. Valley Street Shafter, CA 93263
Santa Ana Unified School District	Jeremy Cogan Director Planning & Design, Facilities Division (714) 480-5355 Jeremy.Cogan@SAUSD.US	1601 East Chestnut Avenue Santa Ana, CA 92701
Wasco Union Elementary School District	Brenda Cortez Chief Business Official (661) 758-7107 bcortez@wuesd.org	1102 Fifth Street Wasco, CA 93280

Fee Schedule

The proposed budget for services performed by Woolpert, Inc. for Anaheim Union High School District as described in the Statement of Work, is shown in the table below. This fee shall be payable in monthly installments based on the percentage of work completed. Fees below are valid until December 31, 2024.

Payments are due upon presentation of invoice. Woolpert may stop work if payments are not made within 45 days of presentation of invoice.

Service Description	Proposed Fee
Developer Fee Justification Study Services	$10,000 *plus reimbursable expenses

***REIMBURSABLE EXPENSES**

Reimbursable expenses are direct expenses including but not limited to the following:

- Travel
- Lodging
- Meals
- Telephone and fax
- Copying
- Shipping/overnight delivery
- Prints

Standard Hourly Rates

Should Anaheim Union High School District request meetings or additional services outside the scope outlined in this proposals—the fee for such services, including meeting preparation and travel time, will be billed at the standard hourly rates, plus reimbursable expenses*.

Position	Rate
Program Director	$300/hour
Consultant III	$275/hour
Consultant II	$225/hour
Consultant I	$200/hour
Project Coordinator II	$175/hour
Project Coordinator I	$150/hour

Rates shown are for 2024. Rate Schedule will be adjusted annually on January 1 of next calendar year.

EXHIBIT R

Anaheim Union High School District
Home-to-School (HTS) Reimbursement Transportation Plan
2023-24

Background:

Per Education Code (EC) Section 39800.1, as a condition of receiving apportionments for Transportation Services (under EC Section 41850.1), a local educational agency shall develop a plan describing the transportation services. The plan shall be presented and adopted by the governing board of the local educational agency on or before APRIL 1, 2024 in an open meeting with the opportunity for in-person and remote public comment. The plan may provide for the local educational agency to partner with a municipally owned transit system to provide service pursuant to this section to middle school and high school pupils. Nothing in a local educational agency's plan shall preclude a local educational agency from providing no-cost transit passes to pupils.

Transportation Department:

Description: The Transportation Department consists of 81, highly motivated staff serving the needs of Anaheim Union High School District's students. The pledge made by each driver and staff is, to provide the safest, and most efficient transportation possible to students and schools. The District owns 91 buses (60 or less passengers), 78 buses are low/no emission, and currently operates 65 bus routes for students with disabilities and general education (inclusive of Low-income, English Learners, Foster Youth, and Mckinney-Vento/Homeless) students. These buses traveled a total of 722,182 miles in the 2022-23 year. The Transportation Department is proud of the diverse fleet of buses, and they are working towards maintaining a fleet that serves the environment and our community.

Transportation Services:

1. Enter description of transportation services offered to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 - 6 inclusive and pupils who are low income.

Description: The District provides home-to-school transportation to students, as necessary, to ensure access to the education program, promote regular attendance, and reduce tardiness (Board Policy 5110 [3450]). The District prioritizes the needs of Unduplicated Students (Low-income, English Learners, and Foster Youth) and has designed transportation routes and stops within the District boundaries. Students access transportation services to and from school when the distance between their school-established bus stop and the school is beyond the minimum 2.5 miles (Board Policy 5110.1 [3541]). In 2022-23, the District transported 1,793 students; 946 in general education; and 847 students with disabilities. The District has prioritized transportation for low-income students residing in the bussing boundaries of, and attending, Lexington Junior High School, Oxford Academy, South Junior High School, Sycamore Junior High School, and Katella High School. The majority of the District-wide ridership that are general education students are primarily from schools with an 82 percent or higher low-income rate. The District's Transportation Department coordinates with the school sites to provide students with an intent to ride form. This form affirms that students live within the boundaries of the school site. Students are issued bus passes that they scan on and off the buses using the District's Zonar scanner. These scanners are used to maximize student safety in an event of an emergency, by providing student demographic information.

2. Enter description of LEA's transportation services that would be accessible to pupils with disabilities, and homeless children and youth.

Description: Pupils with Disabilities: The District provides appropriate transportation services for students with disabilities, when the District is the student's district of residence and the transportation services are required by the student's Individualized Education Plan (IEP) or a 504 Accommodation Plan (Board Policy 5110.2 [3541.2]). In accordance with Board Policy 5110.2 (3541.2), the specific needs of the student is the primary consideration when an IEP team is determining the student's transporation needs. Consideration may include, but are not limited to, the student's health needs, travel distance, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, mid day or other transportation needs. Student Youth Services (SYS) communicates with the District Transportation Department to coordinate transportation services as specified in a student's IEP or 504 plan. The identified transportation needs are provided at no cost to the student, parent, and/or guardian. In 2022-23, the District provided home-to-school transportation to 907 students with disabilities in accordance with their IEP or 504 plan.
Homeless Students: The District provides home-to-school transportation to homeless students in accordance with law, Board Policy 5110.1(3541), and Administrative Regulations (42 USC 11432). Students designated as homeless are identified, monitored, and serviced by School Mental Health and Wellness, Mckinney-Vento/Foster Youth Programs. Under the direction of the Director of School Mental Health and Wellness, staff work to ensure homeless students are transported to and from school, as necessary. Upon identified need homeless youth may receive a free bus pass to use the public bus system. All other transportation requests, are sent to the District's School Mental Health and Wellness, Mckinney-Vento/Foster Youth office for review. The District transportation office is consulted to provide transportation on existing bus routes. On a case-by-case basis, students may receive door-to-door pick-up and drop-off, as a temporary service. All transportation services are provided for the current academic year, and reviewed each new academic school year.

3. Enter description of how unduplicated pupils, would be able to access available home-to-school transportation at no-cost to the pupils.

Description: The District considers the needs of unduplicated students in the development of all transportation services. Students receive District transportation services at no charge to the extent to which, students are eligible and in accordance with law, Board Policy, and Administrative Regulation. The District provides home-to-school transportation to students, as necessary, to ensure access to the education program, promote regular attendance, and reduce tardiness (Board Policy 5110 [3450]). The District prioritizes the needs of unduplicated students (Low-income, English Learners, and Foster Youth) and has designed transportation routes and stops within the District's boundaries.

Foster Youth: The unique needs of foster youth students are identified, monitored, and serviced by School Mental Health and Wellness, McKinney-Vento/Foster Youth Programs. Under the direction of the Director of School Mental Health and Wellness, staff coordinate services for foster youth students living and/or attending schools within the boundaries of the District. Staff work to ensure foster youth students are transported to and from school, as necessary. Following the evaluation of the students transportation needs the District provides the best available mode of transportation option for the foster youth student(s). Once transportation is deemed a need for a foster youth the District provides transportation at no cost to the students or family. Transportation to and from the school of origin and the foster placement, will be provided for the duration of the student's time in foster care as long as it continues to meet the student's needs. All transportation services are reviewed each new academic school year and/or upon change of foster care placement.

Consultations:

Enter description of the plan consultation (classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils and other stakeholders).

Description: In accordance with Education Code 39800.1, the District sought input from Education Partners (students, parents, staff, school administrators, District Directors, District Coordinators and Regional Local Transit Authorities). The Transporation Department makes a concerted effort to gain input on how to best support and improve home-to-school transportation services for our students and community from our educational partners. Additionally, consultation took place at the District office between the Business office, Transportation Department, Special Youth Services, School Mental Health and Wellness, Mckinney-Vento/Foster Youth Programs, and the Educational Services Department.

Revenue Calculation:

Total 2022-23 Transportation Expenses (Function 3600)	12,197,737.00
Less Capital Outlay (object 6000, Function 3600)	3,628,109
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	-
Estimated 60% Reimbursement	5,141,776.80
Less 2022-23 Transportation add-on (from LCFF Calculator)	723,502.00
Total Revenue (Object 8590, Resource 0000):	4,418,274.80

Expenditures and Other Financing Uses:

2000-2999 - Classified Salaries	5,500,389.00
3000-3999 - Employee Benefits	3,265,753.00
4000-4999 - Books and Supplies	885,662.00
5000-5999 - Services and other Operating Expenditures	(1,082,176.00)
6000-6999 - Capital Outlay	3,628,109.00
7000-7999 - Other Outgo	-
Total Expenditures:	**12,197,737.00**

Board Approval Date: *(must be on or before April 1, 2024)*

The Home-to-School (HTS) Reimbursement Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

EXHIBIT S

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2024 , between the Anaheim Union High School District ("District") and Thee After Agency ("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 23, 2024 through February 23, 2024.

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 hundred Dollars ($500) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

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

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

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

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

10.1.1 General Liability. One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

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

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

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

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal

records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

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

18. Termination. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. Limitation of District Liability. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Carlo Davis
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3557
Email: melena_ma@auhsd.us

Contractor
Thee After Agency
Attn: Tramisha Poindexter
10515 Haas Street
Los Angeles, CA 90047
Phone: (323)216-3650
Email: theeafterllc@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: 3/8/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Thee After Agency

Date: 2/21/24

By: Tramisha Poindexter

Print Name: Tramisha Poindexter

Title: Owner/Keynote Speaker

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:

The 4th AUHSD Black History Month Celebration will be held on February 23, 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. Thee After Agency will speak on the strength and beauty of "Togetherness"; regarding communities, with hopes to inspire the audience on the importance of uplifting one another and how perspectives impact confidence and how we show up for one another. Presentation will consist of prompts, visuals and sound. Thee After Agency will be the keynote speaker at our Black History Month Celebration.

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, Tramisha Poindexter (Name of Individual), am the Keynote Speaker (Title) of Thee After Agency (Name of Contractor),

and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

_____	_____
_____	_____
_____	_____
_____	_____

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Los Angeles, California on 2/21/2024.
Date

Tramisha Poindexter
Signature

Tramisha Poindexter
Typed or Printed Name

Owner/Keynote Speaker
Title

Thee After Agency
Name of Contractor

10515 Haas Street Los Angeles, CA 90047
Address

(323)216-3650
Telephone Number

EXHIBIT T

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2024, between the Anaheim Union High School District ("District") and Thomas W. Philips ("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 April 20, 2024, through April 26, 2024.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of One Thousand Dollars ($1,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

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

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

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

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

10.1.1 General Liability. One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

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

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

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

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such

time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

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

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: Hernandez_r@auhsd.us

Contractor
Thomas W. Philips
6637 Fairman St.
Lakewood, CA 90713
Phone: 562-212-8863
Email: tphilips@busd.k12.ca.us

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: 3/8/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Thomas W. Philips

Date: 2/27/24

By: Thomas W. Philips

Print Name: Thomas W. Philips

Title: Consultant

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:

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

The Consultant is a distinguished educator and professional conductor whose connection with student musicians, interpretation, and attention to musical detail offer our students an uplifting and empowering musical experience. Consultant is a recognized authority on choral music literature and pedagogy and has established an outstanding reputation as an inspirational leader of musical ensembles.

EXHIBIT U

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2024, between the Anaheim Union High School District ("District") and Simon Silva ("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 8, 2024, through June 30, 2024.

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 ten thousand dollars ($10,000) 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 X 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
Anaheim Union High School District
Attn: Jaron Fried
Copy: Carlos Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: fried_j@auhsd.us

Contractor
Simon Silva
Attn: Simon Silva
42900 Normandy Lane
Lancaster, CA 93536
Phone: (909) 260-8086
Email: simonsilvacreative@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. **20Entire 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: 3/8/24

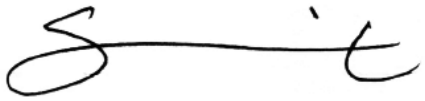
By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Simon Silva

Date: February 8, 2024

By: 

Print Name: Simon Silva

Title: Presenter/Artist

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:

Outcomes:
The goal of this project is to have a total of 120 parents from across the district participate in two different cohorts, one in English and one in Spanish. These parents would then become the leaders at each school site who would work with our team of FACES to get trained on becoming facilitators of our revised PLA, creating a diverse group of parent educators. The hope is that our PLA will once again be vibrant and we will begin to see more parent presence on our campuses.

Recruitment: FACES across all school sites will strategically recruit parents who are committed to holding leadership positions at their school site including but not limited to, Parent Leadership Academy, School Site Councils, English Learner Advisory Committee, Community School Site Teams, etc.

Number of Participants:
60 per cohort
Total of 120 participants (cohort 1 in Spanish and cohort 2 in English)

Sessions will be facilitated in English and Spanish.

Description Of Workshop/Keynote/Lecture:
In this interactive workshop, parents will participate in a series of lectures/workshops that highlights the significance of the visual arts In enriching both their own education and that of their children. Through engaging in art projects, parents will gain a deeper comprehension of the advantages that the arts offer when effectively comprehended and taught. This hands-on experience will empower parents to further develop their skills, enabling them to seamlessly apply what they've learned in similar projects at home, thereby preparing and guiding themselves and their children through creative learning endeavors. Parents will also be given an understanding of how the arts are capable of preparing individuals for the age of AI and understanding how important it will be for individuals to re-nurture their human intelligence, individuality and creativity in order to remain competitive in the future job market.

Here is a list of the benefits that the parents will take away from the workshop/lecture:

Learning to see and not guess
Problem Solving
Communication Skills
Enhancing Curiosity
Enhancing Critical Thinking
Helps Become More Introspective
Self-Esteem
Helps Discover Hidden Abilities
Develops Improvisational Skills
Helps Learn How Mistakes Are Great For Learning

Cost:
$10,000 for 3 days of trainings (All inclusive of Travel and accommodations)

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3526 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT V

Contract to Provide

Vision Therapy Evaluation

[redacted] and [redacted], the educational rights holders of [redacted], requested that the Anaheim Union High School District fund an independent vision therapy evaluation and have requested that the District contract with Dr. Beth E. Ballinger for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Dr. Beth Ballinger, to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a vision therapy evaluation to be conducted by Dr. Beth Ballinger at a total cost not to exceed One Thousand Nine Hundred and Three Dollars ($1,903).

2. In exchange for the total amount not to exceed $ 1,903, Dr. Beth Ballinger agrees to the following:
    a. Perform a vision therapy evaluation by December 31, 2024, at which time the District's obligation to fund the IEE will end.
    b. Create a written report.
    c. Attend an IEP meeting to review the evaluation and findings. Attendance may be telephonic.

3. In addition to completing the foregoing, Dr. Beth Ballinger agrees to the following:

    a. Will consult and collaborate with District assessment personnel.

    b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.

    c. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

    d. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.

e. Will be acting as an independent contractor and will not be working directly for the District.

4. It is understood and agreed that any recommendation for services made following the evaluation and agreed to by the IEP team will not be implemented by Dr. Beth Ballinger.

5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.

6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 45 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.

7. Indemnification and Hold Harmless:

    a. To the fullest extent allowed by law, Dr. Beth Ballinger shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Dr. Beth Ballinger, or her directors, officers, agents, employees, volunteers or guests arising from the duties and obligations described in this agreement or imposed by law.

    b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Dr. Beth Ballinger, and her directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.

8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

10. This Agreement may be signed in counterparts permitting signatures to appear on separate signature pages. A copy or original of this document with all signatures pages appended together shall be deemed a fully executed Agreement

11. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: 2/9/24 By: Dr. Beth E. Ballinger

Dr. Beth E. Ballinger
O.D., F.C.O.V.D.
Newport Beach Developmental Optometry Group

Dated: 3/8/24 By: _____

Dr. Jaron Fried,
Assistant Superintendent, Education Division
Anaheim Union High School District

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT
(NO FEE)

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2024, between the Anaheim Union High School District ("District") and Well Street Psychological Group, Inc. fbn Well Family ("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 8, 2024 through June 30, 2026.

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)

4. **Compensation**. Contractor agrees to provide Services at no cost.

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**. 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**. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District

Attn: Jaron Fried, Ed.D.
Copy: Adela Cruz
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-7734
Email: cruz_ad@auhsd.us

Contractor
Well Street Psychological Group, Inc.
fbn Well Family
Attn: Sandra Brookhart
Street Address: 100 S Imperial Hwy
Anaheim, CA 92807
Phone: 714-730-9355
Email:s.brookhart@wellfamily.care

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: 3/8/24

By: _____

Print Name: Jaron Fried, Ed.D. Title: Assistant Superintendent, Ed. Division

Well Street Psychological Group, Inc.

Date: 2/15/2024

By: Martin J Eaton

Print Name: Martin Eaton

Title: Founder/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:

- Provide Small Group Therapy and Support Groups for students who AUHSD identifies as needing more therapeutic support. Groups will integrate Executive Functioning, DBT, and CBT therapies with interactive journaling and Learning How to Learn skills.
- Each group session would meet 30 minutes per week.
- Well Family is building capacity to support between 1-4 groups at school sites; with 7 to 10 students per group.
- Therapy and Support Groups will be held on campus during school hours. Groups can be held off-campus, after school, and in the evening if needed.

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 Governing Board of Anaheim Union High School District:

I, Sandra Brookhart, am the Executive Director of Well Street Psychological Group, Inc. fbn Well Family, 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:

Martin Eaton
Gilda Ruelas
Patricia Elizarraraz
Jerome Boyance
Ramesh Yousefipour

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Anaheim, California on Feb. 16, 2024

Sandra Brookhart
Signature

Sandra Brookhart
Typed or Printed Name

Executive Director
Title

Well Street Psychological Group, Inc. fbn Well Family
Name of Contractor

100 S Imperial Hwy, Anaheim, CA 92807
Address

714-730-9355
Telephone Number

EXHIBIT X

MEMORANDUM OF UNDERSTANDING
Between
ANAHEIM UNION HIGH SCHOOL DISTRICT
and
Jose Mendez & Elizabeth van Es, Ph.D., University of California, Irvine

The Memorandum of Understanding that follows is a formal agreement to work together to provide data for research purposes. **Jose Mendez & Elizabeth van Es** in collaboration with **Anaheim Union High School District** ("The District") will collect data on **mathematics teachers' equitable instructional practices and students' classroom experiences to support a mathematics' teacher professional development** with district teachers and students. This study emerged from a research partnership that began in 2018 with AUHSD that engaged middle and high school mathematics teachers in participatory action research to understand how their classroom instruction advanced equity in mathematics teaching. The study intended to generate theory on mathematics teacher noticing for equity and to understand if and how a participatory model that included classroom teachers and community educators supported teachers' expanding their classroom noticing for equity. The proposed case study builds on this prior work and involves a research collaboration with one teacher participant to explore how learning from students' experiences in the classroom can promote teachers' equitable instructional practices. Specifically, consistent with the participatory action research design, we seek to co-design a practical measure to assess students' experiences in mathematics and investigate how collecting data from students on a regular basis can inform teachers' instructional improvement and expand their classroom noticing practices. This exploratory study aims to fill a gap in the research on teacher noticing that largely focuses on instructional practice for equity without a deep and nuanced understanding of how students experience those classrooms. Practical measurement is a feature of improvement science research methods which involve using data to improve practice, to engage teacher collaborators in a process of codesigning a system to receive regular feedback from students about their experiences and to use this feedback to make instructional improvements. This MOU will allow **The District** to understand co-design as professional development for teachers and the design and implementation of **a novel approach for teachers to gain insight into students' experiences for improving mathematics instruction.**

THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT
The Family Educational Rights Privacy Act ("FERPA") permits the release of personally identifiable student data without prior written parental consent if the release is to "organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instructions, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representative of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted." 20 USC 1232g(b)(1)(F). each party agrees to comply with FERPA in its performance of this MOU.

DATA COLLECTION
To accomplish the purposes stated above Anaheim Union High School District and **Jose Mendez & Elizabeth van Es** will share findings from the research study and any presentations or publications that result from it. **Jose Mendez & Elizabeth van Es** will collect data during the creation and implementation of the **collaborative research with one mathematics teacher who expressed interest in the previous study to collect classroom-level survey data and reflect on how students experience the mathematics classroom** in the **2023-24 and 2024-25** school years. Data to be collected includes **audio recordings and artifacts from survey co-design meetings, up to 10 video and audio recordings of classroom teaching, biweekly interviews with the teacher partner to reflect on instructional practice, on survey results, and focus group and individual interviews with students from the teacher partner's classroom. The focus of the classroom observations will be on the teacher partner and his instructional practices. The researchers and teacher partner will select students to invite for focus group and individual interviews to understand whether and how they experience their mathematics classroom as an affirming and equitable classroom context. The collaborating teacher will determine which students to invite to participate, with the goal of**

up to 10 students agreeing to participate in focus groups and interviews. These students will be given consent forms for their parents to sign and assent forms indicating their own willingness to participate. In these interviews, students will be invited to reflect on the same video segments as the teacher to confirm, disrupt or expand the teacher's understanding and interpretations of students' classroom experiences. Students will be compensated with $25 gift cards for participation in the interview and focus group. The partner teacher will participate in 6 interviews and receive $50 for participation in each interview plus an additional stipend of $250 for co-design meetings. All stipends provided to the teacher partner and his students will be disbursed through UC, Irvine. Elizabeth van Es will use existing research funds to pay the teacher partner and purchase the gift cards for student participants. These funds are not from an external funding agency or independent funder. Jose Mendez will be responsible for disbursing the gift cards to students. The teacher partner has previously been paid through UCI as a vendor, and UCI researchers will use this process to disburse payment. AUHSD will not be responsible for disbursing or providing any of the funds to compensate research participants. There will be no fiscal impact for AUHSD for any research activities. All collected data will only be of consented (for teachers and students) and assented (for students) research participants.

Jose Mendez & Elizabeth van Es agree to share with Anaheim Union High School District statistical and/or research findings generated by **Jose Mendez & Elizabeth van Es** from the data.

CONFIDENTIALITY

Student records contain sensitive information, the disclosure of which is governed by California Education Code section 49060 et seq. and implementing regulations contained in title 5 of the California Code of Regulations, "Directory information," as defined in Education Code section 49061, subdivision (c) may be released pursuant to Governing Board policy.

Pupil record information, as defined in Education Code section 49061, subdivision (b), may be released by the College on a limited basis. The parties agree and acknowledge that **Jose Mendez & Elizabeth van Es**, is an "*organization conducting studies for, or on behalf of, educational agencies or institutions for the purpose of…improving instruction*," and on that basis the District shall provide the pupil record information to **Jose Mendez & Elizabeth van Es.** The sole use of the student data will be for research and educational program evaluation for programs directly related to the improvement of instruction in the District.

In accordance with the Education Code section 49076, subdivision (b)(5), **Jose Mendez & Elizabeth van Es** shall not use pupil record information in any manner that will permit the personal identification of students by persons other than **Jose Mendez & Elizabeth van Es** or others authorized by The District. Teacher data will have the same protections. All data will be stored in a secure area in a locked office. All data collected will remain confidential, and any reports generated from the data will be made in aggregate form to ensure that student or teacher identifiers, such as name and identification number are not disclosed to others besides **Jose Mendez & Elizabeth van Es** and others authorized by The District. Student and teacher identifiers will be used for longitudinal data tracking and data linking only.

Jose Mendez & Elizabeth van Es shall not release or disclose any student information to any outside research department, institution, school or individual not mentioned in the agreement under any circumstances, without express written approval of The District. Projects requiring the sharing of personal identifiable information will be clearly explained in the application to The District. **Jose Mendez & Elizabeth van Es** shall destroy all student and teacher data when no longer needed for research purposes.

Notwithstanding, The District grants to **Jose Mendez & Elizabeth van Es** the right to use the collected data for **Jose Mendez & Elizabeth van Es'** lawful education and research purposes. This grant shall include, but not limited to, the use of de-identified collected data as part of **Jose Mendez & Elizabeth van Es'** published works in accordance to and compliant with the terms in this section. The de-identification of the collected data shall include the removal of the school district, student, and teacher identification information.

TERMS

This Memorandum of Understanding shall become effective immediately when signed and remain in effect **until December 15th, 2025,** with the possibility of renewal.

TERMINATION

This MOU may be terminated prior to the end of the term at the request of any party. The party initiating the

termination shall provide written notice of its intent to terminate at least sixty (60) days prior to its intention to terminate. If the cause for termination is noncompliance, the party in default shall be given sixty (60) days to cure the default. Each party reserves the right, however, to determine if an effective cure can be implemented, and to terminate if and when it has an institutional need to do so.

INDEMNIFICATION

Jose Mendez & Elizabeth van Es, shall defend, indemnify and hold harmless The District, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of **Jose Mendez & Elizabeth van Es**, its officers, employees, or agents.

District, shall defend, indemnify and hold harmless **Jose Mendez & Elizabeth van Es**, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

SUBCONTRACT AND ASSIGNMENT

Neither party shall assign its rights, duties or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW

This MOU shall be governed by and the rights, duties and obligation 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 MOU shall be maintained by Orange County, California.

ATTORNEY'S FEES

If either party files any action or brings any proceedings against the other arising out of this MOU, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgement. No sum for attorney's fees shall be counted in calculating the amount of a judgement for purposes of determining whether a party is entitled to its costs or attorney's fees.

AMENDMENT

This Memorandum of Understanding may be amended only by written instrument signed by duly authorized representatives of the Anaheim Union High School District and **Jose Mendez & Elizabeth van Es**.

NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

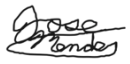
To: **Jose Mendez & Elizabeth van Es**

To: Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

ADMINISTRATION OF AGREEMENT
The Anaheim Union High School District designates Michael B. Matsuda his/her designee to represent the District in all matters pertaining to this Memorandum of Understanding. **Jose Mendez & Elizabeth van Es**, designate themselves represent **Jose Mendez & Elizabeth van Es** in all matters pertaining to this Memorandum of Understanding.

SEVERABILITY
The invalidity in whole or in part of any provision of this Memorandum of Understanding and Contact shall not void or affect the validity of any other provision of this agreement.

IN WITNESS THEREOF, **Jose Mendez, Elizabeth van Es**, and Anaheim Union High School District have executed this Memorandum of Understanding and Contract as of the date first written above.





_____
Dr. Jaron Fried
Assistant Superintendent
Anaheim Union High School District
03/08/2024
Date

_____
Jose Mendez
Ph.D. Candidate
University of California, Irvine
01/28/2024
Date

_____
Elizabeth van Es
Professor
University of California, Irvine
01/22/2024
Date

EXHIBIT Y

Anaheim Union High School District (AUHSD)

Initial Proposal to the

Mid-Managers Association (MMA)

For Negotiations of the 2023-24 Collective Bargaining Agreement

March 7, 2024

AUHSD will open negotiations with MMA subsequent to public hearing before Board of Trustees.

AUHSD intends to open the following articles in the collective bargaining agreement.

Article 5 – Compensation and Allowances

AUHSD reserves the right to present a proposal for salary increase for the 2023-2024 school year.

Article 6 – Health and Welfare

AUHSD reserves the right to present a proposal for District contribution towards the cost of health and welfare benefits and/or program design changes.

Mid-Managers Association (MMA)

Initial Proposal to the

Anaheim Union High School District

For Negotiations of the 2023-24 Collective Bargaining Agreement

March 7, 2024

The Mid-Managers Association (MMA) will open negotiations with the Anaheim Union High School District subsequent to a public hearing before the Board of Trustees.

The Mid-Managers association (MMA) intends to open the following articles in the collective bargaining agreement.

Article 5 – Compensation and Allowances

MMA reserves the right to present a proposal for a salary increase for the 2023-2024 school year and for cell phone allowance.

Article 6 - Health and Welfare

MMA reserves the right to present a proposal for District contribution towards the cost of health and welfare benefits and/or program design changes.

APGA/AUHSD 2022/2023 Tentative Agreement 2-27-24

ARTICLE 8: LEAVES

8.17.1 Reproductive Loss [NEW]

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.

ARTICLE 14: WAGES AND ITEMS RELATED WAGES

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**.

14.2.1 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.

ARTICLE 15: HEALTH AND WELFARE 15.1.1 Medical Insurance

Beginning with the **2024** calendar year, the District's contribution to the blended super composite rate shall not exceed $18,022. Incorporate plan change language from MOU dated 10/30/23

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 or ~~**as a result of a transfer to another site**~~. 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

Brad Jackson
Assistant Superintendent

Ken Gompert
Chief Negotiator

Brittany Bouska
APGA President

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	Ken Gompert	Brittany Bouska
Assistant Superintendent	Lead Negotiator	APGA President
District	APGA	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	Ken Gompert	Brittany Bouska
Assistant Superintendent	Lead Negotiator	APGA President
District	APGA	APGA

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: 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.

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.

12.2.1 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.

12.2.2 Prior to September 1st of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference and review annual agreement (Appendix G-5) and 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 on the elements within the 13 standards. They will decide upon the types of evidence that needs to be observed or collected and indicating which types of evidence will be helpful to demonstrate proficiency levels. Once the multiple measures are identified, the evaluator will assess the employee'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 element and planned activity to be achieved in the following required areas 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 Standards. Mid-Year Checkpoint for Permanent Employees the District will make a good faith effort to meet with permanent employees prior to February 1st. At this time, the evaluator will meet with the employee to share insights on the practices that have been observed and evidence collected during the year for the standards. The employee 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 Evaluation that was discussed during the goal setting meeting 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 Observation Process - While all employees 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. Evaluators will use the Reflection Sheet (Appendix G-10) Conference Summary to summarize learning during the observation. After the observation, counselors will attend a conference within five working days to obtain feedback.

12.2.8 The School Counselor Performance Plan 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 is utilized. The evaluator/evaluatee is to sign the original and all copies of these 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 In the event that the member receives a review of developing or unsatisfactory a Counselor Performance Improvement Plan will be utilized see appendix G-24.

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	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	Report of Observation completed for appropriate unit members.
End of Second Quarter	Report of Observation completed for appropriate unit members.
Two weeks prior to the end of the school year	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:
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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

2023/24 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, 2023

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

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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

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:

- 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.
- A copy of the signed form is 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. 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.

FINAL RATING:

- Administrator will use any observation forms/notes to complete the school counselor performance evaluation.
- Each standard 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 form with the counselor two weeks prior to the end of the school year.
- 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.

Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.

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.

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.

2.1 The professional school counselor teaches core counseling curriculum effectively.
2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.

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.

3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

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.

Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.

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.

Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.

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 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.

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.

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.

Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

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.

Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.

9.1 The professional school counselor is accountable for using 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 monitor their progress.

Standard 10: The professional school counselor uses time and calendars to implement an efficient program.

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.

Standard 11: The professional school counselor develops a results-based evaluation for the program.

11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.
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.

Standard 12: The professional school counselor conducts a yearly program audit.

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.

Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.

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 setting 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

Annual Agreement

School Counselor_____Year_____

School Counseling Program Mission Statement

School Counseling Program Goals

The school counseling program will focus on the following achievement, attendance and/or behavior goals this year. Details of activities promoting these goals are found in the curriculum, small-group and closing-the-gap action plans.

Program Goal Statements	
1	
2	
3	

Use of Time

I plan to spend the following percentage of my time delivering the components of the school counseling program. All components are required for a comprehensive school counseling program.

	Planned Use			Recommended
Direct Services to Students	____ percent	School counseling core curriculum	Provides developmental curriculum content in a systematic way to all students	80 percent or more
	____ percent	Individual student planning	Assists students in the development of educational, career and personal plans	
	____ percent	Responsive services	Addresses the immediate concerns of students	
Indirect Services for Students	____ percent	Referrals, consultation and collaboration	Interacts with others to provide support for student achievement	
Program Planning and School Support	____ percent	Foundation, management and accountability and school support	Includes planning and evaluating the school counseling program and school support activities	20 percent or less

Advisory Council

The school counseling advisory council will meet on the following dates.

Planning and Results Documents

The following documents have been developed for the school counseling

☐ program. Annual calendar
☐ Closing-the-gap action plans
☐ Curriculum action plan
☐ Results reports (from last year's
☐ action plans) Small-group action plan

Professional Development

I plan to participate in the following professional development based on school counseling program goals and my school counselor competencies self-assessment.

Caseload and School Counselor's Responsibilities

Indicate how students are assigned to the school counselor's caseload and the specific responsibilities assumed by the school counselor.

Caseload Defined by:		Alpha: last names beginning with _____ to _____
		Grade level: students in grades: _____
		All students in building
		Other:
School Counselor Responsibilities	**Direct Student Services**	
		School Counseling Core Curriculum
		Academic Advisement
		Individual Student Planning
	Responsive Services	
		Individual Counseling
		Small Groups
		Crisis Response
	direct Student Services	
		Referrals to Community Agencies
	Special Programs	
	Other	

Professional Collaboration and Responsibilities

Choose all that apply.

Group	Weekly/Monthly	Coordinator
School Counseling Team Meetings		
Administration/School Counseling Meetings		
Student Support Team Meetings		
Department Chair Meetings		
School Improvement Team Meetings		
District School Counseling Meetings		
Other		

Budget Materials and Supplies Annual

budget: $_____

Materials and supplies needed:

`

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_____

Role and Responsibilities of Other Staff and Volunteers

School counseling department assistant_____

Attendance assistant clerk _____

Data manager/registrar_____

Career and college center assistant _____

Other staff _____

Volunteers_____

School Counselor Signature _____

Principal Signature _____

Date _____

Counselor Core Curriculum Template

School Counselor:_____Date: _____

Activity:_____

Grade(s): _____

ASCA Mindsets & Behaviors (Domain/Standard):

_____

_____

Learning Objective(s) (aligns with competency):

1. _____

2. _____

3. _____

Materials: _____

_____

Procedure/Strategies:_____

_____

_____

Plan for Evaluation: How will each of the following be collected?

Process Data: _____

_____

_____

Perception Data: _____

_____

Outcome Data: _____

_____

Follow-Up: _____

_____

Reflection Sheet

To be completed by counselor at the end of 1st and 2nd quarter.

Name:_____ School:_____

Date:_____ Supervisor_____

1. As I reflect on the counseling services provided, to what extent were the audience productively engaged? How do I know?

2. How and will this activity/service improve academic, career, personal/social decisions?

3. Did I adjust my goals or my work plan if needed? Why? How?

4. If I had the opportunity to provide these counseling services again, to this same audience what would I do differently? Why?

AUHSD School Counselor Performance Rubric

Counselor's Name: _____ **Date:** _____

Key: Range of performance at each level	**Unsatisfactory**	**Developing**	**Proficient**

Standard 1: The professional school counselor plans, organizes and delivers the comprehensive school counseling program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.	Counselor lacks knowledge of the principles of developmental stages and program development.	Counselor demonstrates adequate knowledge of developmental stages and contributes to program development.	Counselor demonstrates thorough knowledge of developmental stages and principles and competently applies this knowledge in the development of K-12 comprehensive counseling programs.
1.2 The school counseling program supports the academic, personal/social, and career development of all students.	Counselor does not support academic, personal/social, and career development of all students.	Counselor supports academic, personal/social, and career development to some students.	Counselor supports academic, personal/social, and career development to all students.
1.3 The professional school counselor demonstrates interpersonal relationships with students.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general worth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. Counselor takes initiative in assuming leadership among the faculty.
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents/guardians.	Counselor fails to establish working relationships with parents or guardians.	Counselor attempts to establish working relationships with parents or guardians.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnerships in working for student interests.

Standard 2: The professional school counselor implements the counseling core curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
2.1 The professional school counselor teaches the counseling curriculum units effectively.	Counselor fails to utilize appropriate instructional skills and strategies.	Counselor has some ability to employ instructional strategies.	Counselor develops and implements instructional strategies that engage all students.
2.2 The professional school counselor develops materials and instructional strategies to meet student needs and school goals.	Counselor lacks knowledge or experience with group guidance.	Counselor displays adequate knowledge of group guidance practices and can assist in implementing programs.	Counselor displays extensive knowledge of group guidance practices and can function as a resource for group guidance programs.
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the counseling curriculum.	School counselor demonstrates minimal willingness or ability to encourage staff implementation of counseling curriculum.	School counselor often encourages staff and aids in the implementation of counseling curriculum, consistently.	School counselor consistently encourages staff and aids in the implementation of counseling curriculum.

Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
3.1 The professional school counselor, in collaboration with parents, helps students establish goals and develop and use planning skills.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.	Counselor uses test information inappropriately.	Counselor can use test scores appropriately.	Counselor has a highly developed sense of appropriate use and application of a wide range of test scores.

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
4.1 The professional school counselor counsels' individual students and groups of students with identified needs/concerns.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-teacher interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general warmth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
4.2 The professional school counselor consults effectively with parents, teachers, administrators, and other relevant individuals.	Counselor makes little effort to facilitate communication with parents/guardians.	Counselor establishes rapport and cooperative relationships in most situations.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnership in working for student interests.
4.3 The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.

Standard 5: The professional school counselor provides systems support through effective counseling program management and support for other educational programs.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
5.1 The professional school counselor provides a comprehensive and balanced guidance program in collaboration with school staff.	Counselor lacks knowledge of the principles of developmental guidance and program development.	Counselor demonstrates some knowledge of the principles of developmental guidance and can participate in program development.	Counselor demonstrates thorough knowledge of developmental guidance principles and readily applies this knowledge in active development of programs.
5.2 The professional school counselor provides support for other school programs.	Counselor avoids becoming involved in school and district projects.	Counselor participates in school and district projects when specifically asked.	Counselor volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

Standard 6: The professional school counselor has discussed the counseling department management system and the program action plans with the school administrator.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
6.1 The professional school counselor has discussed the qualities of the counselor management system with the other members of the counseling staff and has agreement.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.
6.2 The professional school counselor created core curriculum and intentional guidance action plans based on the needs of the school.	Counselor does not create curriculum based on student needs.	Counselor sometimes uses data based on site needs when creating core curriculum.	Counselor provides data to support decision making when creating core curriculum and intentional guidance action plans.
6.3 The professional school counselor has discussed the program results that will be obtained on the action plans for the school year.	The school counselor does not discuss the results with administrators.	The counselor has limited understanding and discussion with administrators.	The counselor discusses the program results and how to implement program changes to meet student needs with the administrator.

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.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
7.1 The professional school counselor shares the school counseling program and goals, service delivery, and results with the school site staff, administration, district level personnel and the school board.	Counselor has limited ability to counsel students in understanding their educational and career options.	Counselor is usually able to counsel students in understanding educational and career options and has a developing awareness of the full range of options.	Counselor is highly competent in counseling students in understanding educational and career options and serves as a resource and leader within the department.
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.	Counselor's decisions are not data driven.	The counselor collects program data	Counselor collects and uses the data to meet student needs and implement program action plans.

7.3 The professional school counselor created and shares relevant school counseling program information and results with parents and the school community.	Counselor does not share results.	Counselor understands the need to share results and shares results.	Counselor shares results with parents and the school community.

Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
8.1 The professional school counselor uses data to make decisions regarding student choice of classes and special programs.	Counselor's decisions are not data drive.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.	Counselor's decisions are not data driven.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.	Counselor does not use data.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.	Counselor does not use data.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.

Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
9.1 The professional school counselor is accountable for monitoring the progress of every student.	Counselor has no clear focus, orientation or philosophy regarding his/her role or mission.	Counselor demonstrates an operational philosophy. There is a philosophical basis for role and practice.	Counselor applies and articulates a professional philosophy in practice and consultation. This philosophy is responsive to change.

9.2 The professional school counselor implements monitoring activities appropriate to his/her own school.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
9.3 The professional school counselor develops appropriate interventions for students as needed and monitors their progress.	Counselor fails to develop interventions or monitor students' progress.	Counselor demonstrates some ability to implement and monitor student progress.	Counselor matches appropriate interventions and strategies and monitors student progress.

Standard 10: The professional school counselor uses time and calendar to implement an efficiently program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
10.1 The professional school counselor uses a master calendar to plan activities through the year.	Counselor is unable to determine appropriate priorities or unwilling to respond to institutional needs. Counselor lacks flexibility.	Counselor can usually determine priorities. Counselor displays some ability to assess priorities in response to crisis situations.	Counselor routinely sets priorities appropriately. Counselor maintains flexibility in balancing routine tasks with crisis situations.
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.	Counselor does not share master calendar.	Counselor shares master calendar with some stakeholders.	Counselor routinely shares master calendar to parents/guardian, staff and students.
10.3 The professional school counselor posts a weekly or monthly calendar.	Counselor does not post calendar.	Counselor sometimes posts weekly or monthly calendar.	Counselor consistently posts weekly or monthly calendar.
10.4 The professional school counselor analyzes his/her time spent providing direct service to students.	Counselor does not input time into the management system.	Counselor inputs data into the management system but does not analyze information to adjust accordingly.	Counselor routinely enters data and the time spent in each of the four areas of the management system and adapts and changes programming.

Standard 11: The professional school counselor has developed a results evaluation for the program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.	No results are gathered.	Counselor included all students in results but did not analyze the information.	All students are included and the data is interpreted and used for program improvement.
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.	Counselor does not recognize and/or understand the need for program evaluation.	Counselor understands the need and implements program changes but does not analyze the results if the changes. Counselor works with other staff to collect the results.	Through a collaborative effort, the counselor understands, implements, analyzes and re-evaluates the program on a yearly basis.
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.	Counselor lacks ability to work with counseling team and principal. No results were shared.	Counselor generally displays ability to work with counseling team and principal. Some results were shared.	The counselor collaborates with counseling team and principal and utilizes the results to make changes.

Standard 12: The professional school counselor conducts a yearly program audit.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
12.1 The professional school counselor develops an audit tool.	No audit was developed.	The counselor understands the need to develop an audit tool but is unsure how to develop the tool.	The counselor collaborates with counselor, administrator, parent, psychologists, and students to develop audit programs and analyzes the results of the audit.
12.2 The professional school counselor performs a yearly program audit that includes the results of all the program components.	No audit was performed.	The professional school counselor provides a yearly program audit that includes the results of all the program components.	The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.	No audit was performed.	The counselor understands the audit information but does not utilize it.	The counselor understands and utilizes the audit information to make changes to the counseling program and shares the information with the advisory board to initiate changes.

Standard 13: The professional school counselor is a student advocate, leader, collaborator and a systems change agent.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
13.1 The professional school counselor promotes academic success of every student.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
13.2 The professional school counselor promotes equity and access for every student.	Counselor contributes to school practices that result in some students being ill served by the school.	Counselor does not knowingly contribute to some students being ill served by the school.	Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.	Counselor avoids becoming involved in school and district events and projects.	Counselor participates in school, district and community events and projects when specifically asked.	Counselor volunteers to participate in school, district and community events and projects, making a substantial contribution.
13.4 The professional school counselor understands reform issues and works to close the achievement gap.	Counselor is resistant to the need for change in meeting expectations of the district and community. Counselor contributes to school practices that result in some students being ill served by the school.	Counselor is flexible and open to change as the need is presents. Counselor does not knowingly contribute to some students being ill served by the school.	Counselor is a leader in advocating for change in response to the needs of the school and community. Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.5 The professional school counselor collaborates with teachers, parents and the community to promote academic success of students.	Counselor makes little effort to facilitate communication with parents/guardians, colleagues and community partnerships.	Counselor usually communicates appropriately with parents/guardians, colleagues and community partnerships to fulfill the duties that the school or district requires.	Counselor establishes rapport and supports cooperative relationships with parents, colleagues and community partnerships in working for student interests.
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.
13.7 The professional school counselor uses data to recommend systemic change in policies and procedures that limit or inhibit academic achievement.	Counselor is resistant to the need for change in meeting expectations of the district and community.	Counselor is flexible and open to change as the need is presented.	Counselor is a leader in advocating for change in response to the needs of the school and community.

Anaheim Union High School District

School Counselor Performance Evaluation

Based on the American School Counselor Association National Model™

School Counselor Name: _____ Date: _____

Evaluator Name: _____ Position: _____

Directions:

1. For each of the performance standards, rate the counselor using the following scale by placing an "X" in the appropriate box.

Unsatisfactory	Developing	Proficient

2. Also, include any relevant comments for each of the thirteen standards and for the school counselor's overall performance.

Description	U	D	P
Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.			
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			
Reinforcement/Refinement:			
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.			
2.1 The professional school counselor teaches core counseling curriculum effectively.			
2.2 The professional school counselor develops materials and instructional strategies to meet the student 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			
Reinforcement/Refinement:			
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.			
3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.			
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.			

Overall rating for Standard 3			
Reinforcement/Refinement:			
Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.			
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			
Reinforcement/Refinement:			
Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.			
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			
Reinforcement/Refinement:			
Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.			
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 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 5			
Reinforcement/Refinement:			
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.			
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			
Reinforcement/Refinement:			
Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.			
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			
Reinforcement/Refinement:			
Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.			
9.1 The professional school counselor is accountable for using 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 monitor their progress.			
Overall Rating for Standard 9			
Reinforcement/Refinement:			
Standard 10: The professional school counselor uses time and calendars to implement an efficient program.			
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			
Reinforcement/Refinement:			
Standard 11: The professional school counselor develops a results-based evaluation for the program.			
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.			
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			
Reinforcement/Refinement:			
Standard 12: The professional school counselor conducts a yearly program audit.			
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			
Reinforcement/Refinement:			
Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.			
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 setting 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			
Reinforcement/Refinement:			

OVERALL PERFORMANCE RATING: UNSATISFACTORY ____ DEVELOPING ____ PROFICIENT ____

Reinforcement:

Refinement:

Evaluee's signature indicates that the evaluation has been read and discussed. It does not necessarily indicate agreement with 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

Counselor Performance Improvement Plan

Counselors Name:_____

Supervisor: _____ School:_____ Date:_____
*Developed in cooperation with administrator, counselor, and association representative

1. Area (s) of Deficiency:
Performance Standard (s) _____ Concerns:

2. Supervisor's Expectations:

3. Assistance to be provided to counselor in meeting expectations:

4. Timeline:

Counselor Signature:_____ Date:_____
Administrator Signature:_____ Date:_____
Association Member Signature:_____ 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
Cory Kretz (Nov 2, 2022 10:08 PDT)

Cory Kretz
Co-President
APGA

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2023/2024 SALARY SCHEDULE
Effective 7/1/23 - BOT Approved on 3/7/24

EXHIBIT CC

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
18	SOCIAL WORKER	11.0	198	77,309.00	88,798.00	100,287.00	111,776.00	123,263.00	134,752.00	Annually
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	127,192.00	131,015.00	134,848.00	138,674.00	142,501.00	146,328.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	139,680.00	143,510.00	147,336.00	151,159.00	154,988.00	158,817.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	149,574.00	153,404.00	157,231.00	161,050.00	164,883.00	168,717.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	163,653.00	167,480.00	171,311.00	175,140.00	178,967.00	182,799.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	147,559.00	151,387.00	155,212.00	159,035.00	162,871.00	166,696.00	Annually
30	NURSE PRACTITIONER AUTISM SPECIALIST/GASELPA PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA REGIONAL NURSE	11.0	200	120,501.00	124,326.00	128,157.00	131,989.00	135,814.00	139,641.00	Annually
31	BEHAVIOR SPECIALIST PSYCHOLOGIST SOCIAL WORKER LEAD	11.0	198	120,501.00	124,326.00	128,157.00	131,989.00	135,814.00	139,641.00	Annually
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	224 **	127,658.00	131,445.00	135,234.00	139,024.00	142,810.00	146,605.00	Annually
33	CONSTRUCTION SERVICES ADMINISTRATOR	14.4	224**	140,094.00	143,892.00	147,699.00	151,500.00	155,300.00	159,104.00	Annually
35	DIRECTOR (CERTIFICATED) DIRECTOR OF ARTS EDUCATION	14.4	224 *	170,608.00	174,429.00	178,268.00	182,096.00	185,926.00	189,747.00	Annually
36		14.4	224 **	139,731.00	143,558.00	147,384.00	151,209.00	155,038.00	158,865.00	Annually
36B	DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	224 **	145,954.00	149,781.00	153,609.00	157,433.00	161,264.00	165,088.00	Annually
37	DIRECTOR OF FOOD SERVICES DIRECTOR OF PURCHASING & CENTRAL SERVICES PUBLIC INFORMATION MANAGER (until 9/30/23)	14.4	224 **	152,178.00	156,001.00	159,832.00	163,657.00	167,487.00	171,311.00	Annually
37B		14.4	224 **	158,571.00	162,395.00	166,172.00	170,054.00	173,886.00	177,709.00	Annually
38	CONTROLLER DIRECTOR OF BUSINESS OPERATIONS DIRECTOR OF MAINTENANCE & OPERATIONS DIRECTOR OF PUBLIC COMMUNICATION (eff. 10/1/23)	14.4	224 **	164,965.00	168,786.00	172,625.00	176,453.00	180,283.00	184,104.00	Annually

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2023/2024 SALARY SCHEDULE
Effective 7/1/23 - BOT Approved on 3/7/24

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
39	DIRECTOR PLANNING/DESIGN/CONSTRUCTION	14.4	224 **	174,747.00	178,797.00	182,860.00	186,916.00	190,972.00	195,020.00	Annually
40	CHIEF TECHNOLOGY OFFICER EXECUTIVE DIRECTOR OF FACILITIES/MAINT/OPS EXECUTIVE DIRECTOR OF FISCAL SERVICES EXECUTIVE DIRECTOR OF HUMAN RESOURCES	14.4	224 **	184,666.00	188,690.00	192,467.00	196,315.00	200,239.00	204,247.00	Annually
42	EXECUTIVE DIRECTOR OF EDUCATIONAL SERVICES	14.4	224*	195,717.00	199,635.00	203,629.00	207,703.00	211,860.00	216,099.00	Annually

*23 non-duty days excluded from work days
**excludes 23 vacation days and 14 paid holidays

Longevity -
16th-20th year - $5,782
21st-25th year - $11,567
26th-30th year - $17,347
31st year on - $17,347

Doctorate $2822

Mileage Allowance:
$226/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager
$198/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer
$141/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist, Social Worker Lead
$85/month: Junior High Assistant Principal

ANAHEIM UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL
2023/2024 SALARY SCHEDULE
Effective 7/1/23 - BOT Approved on 3/7/24

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
60		5,536.00	5,760.00	5,987.00	6,231.00	6,485.00	6,734.00	6,871.00	7,010.00	7,148.00	7,294.00	Monthly
61		5,837.00	6,063.00	6,289.00	6,533.00	6,785.00	7,037.00	7,175.00	7,313.00	7,451.00	7,594.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	6,139.00	6,370.00	6,614.00	6,868.00	7,127.00	7,398.00	7,539.00	7,686.00	7,833.00	7,983.00	Monthly
67	SENIOR EXECUTIVE ASSISTANT	6,734.00	6,988.00	7,254.00	7,535.00	7,822.00	8,120.00	8,276.00	8,439.00	8,599.00	8,769.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $646 after ten (10) years of service with AUHSD
4% plus $1,922 additional after fifteen (15) years of service with AUHSD
7% plus $3,538 additional after twenty (20) years of service with AUHSD
10% plus $4,615 additional after twenty-five (25) years of service with AUHSD
12% plus $4,615 additional after thirty (30) years of service with AUHSD

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2023/2024 SALARY SCHEDULE
Effective 7/1/23 - BOT Approved on 3/7/24

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1		5,188.00	5,383.00	5,596.00	5,816.00	6,037.00	6,265.00	6,396.00	6,513.00	6,647.00	6,776.00	Monthly
2		5,328.00	5,521.00	5,736.00	5,953.00	6,176.00	6,404.00	6,535.00	6,652.00	6,786.00	6,916.00	Monthly
3		5,440.00	5,651.00	5,867.00	6,095.00	6,333.00	6,580.00	6,709.00	6,838.00	6,972.00	7,106.00	Monthly
4		5,578.00	5,788.00	6,006.00	6,232.00	6,474.00	6,720.00	6,845.00	6,977.00	7,109.00	7,246.00	Monthly
5	** FOOD PRODUCTION CENTER MANAGER	5,699.00	5,925.00	6,151.00	6,395.00	6,641.00	6,897.00	7,037.00	7,176.00	7,314.00	7,458.00	Monthly
6		5,674.00	5,896.00	6,125.00	6,367.00	6,617.00	6,871.00	7,009.00	7,147.00	7,288.00	7,432.00	Monthly
7	WAREHOUSE SUPERVISOR	5,950.00	6,179.00	6,420.00	6,683.00	6,940.00	7,208.00	7,353.00	7,497.00	7,643.00	7,792.00	Monthly
8	COMMUNITY SCHOOLS COORDINATOR	6,114.00	6,348.00	6,587.00	6,844.00	7,107.00	7,370.00	7,516.00	7,663.00	7,809.00	7,959.00	Monthly
9		6,237.00	6,483.00	6,739.00	7,002.00	7,279.00	7,558.00	7,708.00	7,862.00	8,015.00	8,173.00	Monthly
11		6,547.00	6,803.00	7,066.00	7,347.00	7,632.00	7,933.00	8,092.00	8,250.00	8,410.00	8,578.00	Monthly
12	COMMUNITY SCHOOLS MANAGER FAMILY & COMMUNITY ENGAGEMENT MANAGER LANGUAGE ASSESSMENT CENTER SUPERVISOR	6,707.00	6,969.00	7,241.00	7,528.00	7,822.00	8,129.00	8,292.00	8,455.00	8,620.00	8,791.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER GARAGE SUPERVISOR GRAPHIC PRODUCTION MANAGER	6,868.00	7,135.00	7,415.00	7,707.00	8,012.00	8,324.00	8,487.00	8,657.00	8,829.00	9,001.00	Monthly
14	CREDENTIALS ANALYST EMPLOYEE RELATIONS ANALYST FOOD SERVICES OPERATIONS SUPERVISOR HUMAN RESOURCES ANALYST RESEARCH ANALYST	7,053.00	7,328.00	7,615.00	7,916.00	8,228.00	8,550.00	8,718.00	8,890.00	9,067.00	9,244.00	Monthly
15		7,239.00	7,520.00	7,816.00	8,125.00	8,446.00	8,774.00	8,947.00	9,125.00	9,305.00	9,487.00	Monthly
16		7,423.00	7,712.00	8,016.00	8,333.00	8,663.00	9,001.00	9,176.00	9,359.00	9,542.00	9,732.00	Monthly
17	TRANSPORTATION SUPERVISOR	7,619.00	7,920.00	8,233.00	8,555.00	8,893.00	9,244.00	9,426.00	9,612.00	9,801.00	9,994.00	Monthly
18	* EDUCATION TECHNOLOGY SUPERVISOR	7,819.00	8,129.00	8,449.00	8,780.00	9,130.00	9,487.00	9,677.00	9,866.00	10,059.00	10,258.00	Monthly

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2023/2024 SALARY SCHEDULE
Effective 7/1/23 - BOT Approved on 3/7/24

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19		8,017.00	8,336.00	8,665.00	9,005.00	9,363.00	9,732.00	9,925.00	10,118.00	10,317.00	10,521.00	Monthly
20	OPERATIONS MANAGER PAYROLL MANAGER	8,158.00	8,483.00	8,820.00	9,171.00	9,537.00	9,916.00	10,112.00	10,313.00	10,515.00	10,726.00	Monthly
21	ACCOUNTING MANAGER BUDGET MANAGER OCCUPATIONAL THERAPIST PROJECT MANAGER - FACILITIES & PLANNING	8,299.00	8,632.00	8,977.00	9,333.00	9,709.00	10,098.00	10,300.00	10,506.00	10,716.00	10,930.00	Monthly
22	ENERGY MANAGER *MAINTENANCE MANAGER	8,446.00	8,784.00	9,135.00	9,497.00	9,879.00	10,274.00	10,480.00	10,691.00	10,905.00	11,122.00	Monthly
24		8,737.00	9,087.00	9,450.00	9,828.00	10,220.00	10,631.00	10,844.00	11,060.00	11,283.00	11,506.00	Monthly
25	*ASSISTANT DIRECTOR - FOOD SERVICES	8,891.00	9,248.00	9,617.00	10,002.00	10,401.00	10,817.00	11,033.00	11,255.00	11,481.00	11,709.00	Monthly
26	ASSISTANT DIRECTOR - MAINT & OPERATIONS NETWORK & PROGRAM MANAGER	9,043.00	9,407.00	9,782.00	10,174.00	10,582.00	11,003.00	11,223.00	11,447.00	11,679.00	11,911.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $646 after ten (10) years of service with AUHSD
4% plus $1,922 additional after fifteen (15) years of service with AUHSD
7% plus $3,538 additional after twenty (20) years of service with AUHSD
10% plus $4,615 additional after twenty-five (25) years of service with AUHSD
12% plus $4,615 additional after thirty (30) years of service with AUHSD

Mileage Allowance:
$198/month: Community Schools Manager, FACE Manager, District & Community Use Manager, Food Services Operations Supervisor, Asst. Director of Food Services (eff. 10/1/23)

* Overtime Exempt
** Ten Month Employees

ANAHEIM UNION HIGH SCHOOL DISTRICT
CONTRACTED EMPLOYEES
2023/2024 SALARY SCHEDULE
Effective 7/1/23 - BOT Approved on 3/7/24

EXHIBIT DD

Position Title	SALARY	
SUPERINTENDENT	343,737.00	ANNUALLY
ASSISTANT SUPERINTENDENT CHIEF ACADEMIC OFFICER COUNSEL	252,181.00	ANNUALLY

College of Education
1400 Brush Row Rd.
P.O. Box 1004
Wilberforce, OH 45384

EXHIBIT EE

MEMORANDUM OF UNDERSTANDING BETWEEN
CENTRAL STATE UNIVERSITY'S COLLEGE OF EDUCATION
AND ANAHEIM UNION HIGH SCHOOL DISTRICT

This agreement is made and entered into by and between Central State University's (CSU) College of Education, hereinafter referred to as the College and Anaheim Union High School District, hereinafter referred to as the District.

1. The College agrees to assume responsibility for the following tasks:

   a. planning and executing the student teaching program and field courses curriculum, faculty supervisory assignments with consultation from school partners;
   b. ensuring that methods candidates and student teachers are fully admitted to their teacher education programs and are informed of District policies and regulations including dress codes and professional standards of behavior in and out of the classroom as well as their presence on social media;
   c. certifying that all students placed within the school district have clear BCI and FBI criminal background checks on file with the College. No student will be placed in the school district with a disqualifying criminal conviction as listed in O.R.C. 3319.39;
   d. completing and forwarding required information and materials by the District such as handbooks, etc.;
   e. ensuring that candidates and student teachers understand that they are not permitted to contact District principals or cooperating teachers to make their own placements;
   f. placing only observation and methods candidates and student teachers who have met criteria for such placement under College and District policies and regulations;
   g. reviewing the CSU methods and student teaching handbooks with all critical stakeholders and following all guidelines and requirements;
   h. assigning competent and experienced College faculty supervisors to oversee candidates' field assignments and student teaching;
   i. providing preliminary and follow-up professional development, correction, written instructions such as the handbook etc., for all candidates and student teachers in the field;
   j. requesting and adhering to District guidelines, protocol, procedures, etc.;
   k. providing appropriate professional development and incentives for the District cooperating teachers or other District personnel as needed; and
   l. withdrawing or dismissing any university supervisor, methods candidate or student teacher found to be unacceptable to the District for reasons of poor performance or other reasonable grounds.

2. The District agrees to assume responsibility for the following tasks:

   a. providing opportunities for observation and methods candidates and student teachers to work in a learning and/or teaching classroom situations under the supervision of experienced, licensed, professional teachers;
   b. assuming and maintaining responsibility for the placement of observation and methods candidates as well as student teachers;
   c. allowing cooperating teachers time to participate in College training and preparation training;
   d. assigning agreeable, experienced, licensed, professional cooperating teachers;
   e. following the policies and procedures as listed in the College handbooks:
   f. notifying the College of changes in the licensure status of any cooperating teacher;
   g. maintaining confidentiality of candidates' records and data subject to the provisions of state and federal statutes; and
   h. supplying the university supervisor with required District paperwork, forms, and information.

3. **Indemnity**. As a public institution, Central State University is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code. As such, and specifically in lieu of any obligation set forth in this Agreement to indemnify, defend, hold harmless or pay costs and fees of any party, Central State University agrees to be liable for the acts and omissions of its officers, employees, agents, and interns engaged in the scope of their employment arising under this Agreement and further agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from such acts or omissions.

4. **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.

5. The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

6. General provisions:

   a. The term of this agreement shall commence on: 1/1/2024
      and end on: 1/1/2026

   b. Any amendments to this agreement must be made in writing.

School District:	**Anaheim Union High School District**		
Signature:		Date:	
Print Name:	Brad Jackson	Title:	Assistant Superintendent, Human Resources
University:	**Central State University**		
Signature:		Date:	
Print Name:	F. Erik Brooks	Title:	Provost and VP for Academic Affairs
College:	**College of Education**		
Signature:		Date:	
Print Name:	Lillian Drakeford	Title:	Interim Dean

EXHIBIT FF

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **FRIDAY, MARCH 15, 2024**. Only ONE Ballot per Board. Be sure to mark your vote "✕" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2024 DELEGATE ASSEMBLY BALLOT
SUBREGION 15
(Orange County)

Number of seats: 7 (Vote for no more than 7 candidates)

Delegates will serve two-year terms beginning April 1, 2024 - March 31, 2026

**denotes incumbent*

- ☐ Lauren S. Brooks (Irvine USD)*
- ☐ Carol Crane (Newport-Mesa USD)
- ☐ Candice (Candi) Kern (Cypress SD)*
- ☐ Deana Miller (Brea Olinda USD)*
- ☐ Annemarie Randle-Trejo (Anaheim Union HSD)*
- ☐ Barbara Schulman (Saddleback Valley USD)*
- ☐ Jonathan Stone (Tustin USD)

_____ _____
Provision for Write-in Candidate Name *School District*

_____ _____
Signature of Superintendent or Board Clerk *Title*

_____ _____
School District Name *Date of Board Action*

See reverse side for list of all current Delegates in your Region.

REGION 15 – 24 Delegates (17 elected/7 appointed◈)

Director: Susan Henry (Huntington Beach Union HSD)

Below is a list of all elected or appointed Delegates from this Region.

County: Orange
Alfonso Alvarez (Santa Ana USD) ◈, appointed term expires 2024
Michelle Barto (Newport-Mesa USD), term expires 2025
Paul Bokota (Irvine USD) ◈, appointed term expires 2024
Katelyn Brazer Aceves (Santa Ana USD) ◈, appointed term expires 2025
Lauren Brooks (Irvine USD), term expires 2024
Judy Bullockus (Capistrano USD) ◈, appointed term expires 2025
Bonnie Castrey (Huntington Beach Union HSD), term expires 2025
Lynn Davis (Tustin USD), term expires 2024
Jackie Filbeck (Anaheim ESD), term expires 2025
Carrie Flanders (Brea Olinda USD), term expires 2025
Candice "Candi" Kern (Cypress ESD), term expires 2024
Lauren Klatzker (Fullerton Joint Union HSD), term expires 2025
Deana Miller (Brea Olinda USD), term expires 2024
Arturo Montez (Centralia ESD), term expires 2025
Kelly Osbourne (Laguna Beach USD), term expires 2025
Michael Parham (Capistrano USD) ◈, appointed term expires 2024
Theresa (Terri) Rocco (Garden Grove USD) ◈, appointed term expires 2025
Lan Nguyen (Garden Grove USD) ◈, appointed term expires 2024
Annemarie Randle-Trejo (Anaheim Union HSD), term expires 2024
Barbara Schulman (Saddleback Valley USD), term expires 2024
Rhodia Shead (Buena Park ESD), term expires 2025
Michael Simons (Huntington Beach Union HSD), term expires 2024
Suzie Swartz (Saddleback Valley USD), term expires 2025

County Delegate:
Vacant (Orange COE), term expires 2025

County
Orange

AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
CITY OF ANAHEIM

This Amendment Agreement is made and entered into this 7th day of March, 2024 ("Effective Date"), by and between the CITY OF ANAHEIM, a Charter City and municipal corporation ("City") and the ANAHEIM UNION HIGH SCHOOL DISTRICT, a political subdivision of the State of California, ("District") (collectively the "Parties").

WHEREAS, the District and City entered into an agreement on June 15, 2023, setting forth the terms and conditions under which the City would provide up to six (6) police officers in local high schools in order to more effectively deal with police-related issues that are unique to school campuses. ("Agreement"); and

WHEREAS, the term of the Agreement is from July 1, 2023 to June 30, 2028; and

WHEREAS, the Board of Trustees of the District approved the expenditures under the Agreement at an estimated cost of $718,800 for six (6) full-time officers, to be committed to full-time duties as School Resource Officers ("SRO"); and

WHEREAS, the District and City desire to amend the Agreement (Exhibit A).

NOW, THEREFORE, District and City hereby agree to modify the Agreement with the following.

1. The City will provide the District with one (1) additional SRO to be placed in a high school or junior high school, for a total of seven (7) SRO's.

2. The estimated expenditures under this Agreement shall be increased by $23,960 for the 2023-24 year for the additional SRO.

3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

(Signatures on next page)

Date of Execution

CITY OF ANAHEIM
a municipal corporation

_____

By: _____

ATTEST:

By: _____
Theresa Bass, City Clerk

"ANAHEIM"

Date of Execution

ANAHEIM UNION HIGH SCHOOL DISTRICT

_____

By: _____

Nancy C. Nien, Ph.D.
Assistant Superintendent, Business

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

By: _____
Kristin A. Pelletier
Chief Assistant City Attorney, Civil

Dated: _____

AGR-14278
6/15/23
9.7
I

"EXHIBIT A"

CITY OF ANAHEIM AND ANAHEIM UNION HIGH SCHOOL DISTRICT SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made and entered into as of July 1, 2023, by and between the CITY OF ANAHEIM, a Charter City and municipal corporation ("City") and the ANAHEIM UNION HIGH SCHOOL DISTRICT, a political subdivision of the State of California, ("District") (collectively the "Parties").

A. Recitals.

(i). The Parties have determined that there is a need to place up to six (6) police officers in local high schools in order to more effectively deal with police-related issues that are unique to school campuses. It is the intent of this Agreement that Anaheim police officers will work on campus, handle crimes that occur on campus, and be utilized for crisis intervention, counseling and mentoring of students.

(ii) The Parties desire to establish an effective mechanism for the provision of such services on District high school sites.

(iii) All legal prerequisites to the making of this Agreement have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between City and District as follows:

B. Agreement.

1. City and District agree that District and City shall each pay 50% of the cost of up to six (6) full-time sworn police officers, to be committed to full-time (school year) duties as a School Resource Officer ("SRO"). The number of officers and the schedule of hours they will work as SROs will be agreed to and memorialized in writing by the Anaheim Chief of Police and the [AUHSD Designee].

2. The SROs shall be employees of City, and City shall be responsible, in all respects for compensation, training, coordination and management of duties, discipline, and all other matters related to their employment; provided, however, that the individuals employed by City as SRO shall be acceptable to District. The SROs shall comply with all District rules and regulations.

3. City and District agree that the duties of the SRO shall be as follows:

(a). Act as resource person for the schools, students, parents, teachers, school staff and others involved in the welfare and education of youth.

(b). Counsel students and parents.

(c). Assist the school authorities in determining the most **appropriate** courses of action in cases involving actual violations of law on campus or at-risk youth.

(d). Cooperate with school authorities in finding resources that may assist in helping at risk students.

(e). Inspect school facilities for reasonable security precautions, traffic patterns, and vandalism deterrents.

(f). Take reports of criminal offenses that occur on school property and submit them to the Police Department for follow-up. Develop a friendly, non-threatening relationship with students.

(g). Give presentations to students on administration of justice, youth, and the law; rights and responsibilities of students and parents; bicycle, and pedestrian safety, drug abuse, anti-gang messages, and other topics as mutually agreed.

(h). Meet with PTA groups, teacher groups, student bod-y groups, and other interested groups as deemed necessary and appropriate.

(i). Assist in planning and supervising dances, sporting events, and other school activities.

Both parties agree the SROs shall not be responsible for the following:

(a). Discipline of students.

(b). Enforcement of school rules and regulations.

4. The District and City acknowledge and agree that for purposes of sharing pupil record information, the SRO shall be deemed a "school official" consistent with applicable federal and state law and regulations. Pursuant to 34 Code of Federal Regulations (§ 99.31 (a)(l)(i)(B)), both parties agree that the SRO, as a school official:

(a) Performs a service or function, as noted in this Agreement, for which the District would otherwise use employees;
(b) Is under the direct control of the District with respect to the use and maintenance of education records;
(c) Is subject to the requirements in§ 99.33(a) that the personally identifiable information (PII) from education records may be used only for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PU from education records; and
(d) Meets the criteria specified in the District's annual notification of FERPA rights for being a school official with a legitimate educational interest in the educational records. That criteria includes the above three points and limits access to pupil records to those pupil records the SRO needs to review in order to fulfill his or her professional responsibility.

In addition, both parties agree that SROs acting as school officials under this Agreement may only use personally identifiable information from pupil records for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of the students, in accordance with 34 CFR §§ 99.31(a)(l)(i)(B)(3) and 99.33(a)(2). In addition, SROs under this Agreement are subject to FERPA's redisclosure requirements in 34 CFR § 99.33(a), which means that a SRO who is acting as a "school official" under FERPA may not re-disclose pupil record information from education records to others, including other employees of his or her police department who are not acting as school officials without consent, unless the disclosure fits within one of the exceptions to consent in FERPA such as a subpoena, court order, emergency determined by the District, or directory information if the parent/legal guardian has not opted out.

5. District agrees to reimburse City for 50% of the annual cost of the SROs. This amount may be reduced based upon the actual costs incurred by City and shall be subject to adjustment in subsequent years as mutually agreed upon between the parties.

6. District further agrees to make available office space for the SROs at District's schools, including office materials and supplies. Payment to the City by the District pursuant to this Agreement shall be made based upon quarterly invoices for cost incurred, payable October 1, January 1, April 1 and June 30 of each year in which the Agreement is in effect.

7. The City agrees to indemnify and hold District harmless from any and all liabilities, claims, and costs, including reasonable attorneys ' fees associated with any claims or demands related to the conduct of the SRO or services provided by him/her pursuant to this Agreement. City shall, however, have no obligation to indemnify and hold District harmless for the negligent or intentional wrongful acts of District's officials, employees, and agents.

8. District hereby agrees to indemnify and hold City harmless from any and all liabilities, claims, and costs, including reasonable attorneys' fees associated with any claims or demands related to the conduct of the SRO or services provided by him/her pursuant to direction of District officials or staff District shall, however, have no obligation to indemnify and hold City harmless for the negligent or intentional wrongful acts of City's officials, employees, and agents.

9. This Agreement shall automatically renew annually for an additional period of one (1) year commencing July l of the next succeeding year, unless either Party elects to terminate or alter the Agreement as hereafter provided, up to a total of five (5) years. If either Party wishes to terminate this Agreement without cause or alter its renewal terms, the Party desiring the alteration or termination shall notify the other Party in writing sixty (60) days prior to the proposed alteration or termination date.

10. The Chief of Police is Authorized to take any and all actions to administer the agreement on behalf of City as specifically set forth herein, including, but not limited to, terminating services in accordance with the Agreement and executing amendments to the Agreement, provided such amendment(s) does not cause an increase in cost.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Date of Execution

9/6/23

CITY OF ANAHEIM
a municipal corporation

By: _____

ATTEST:

By: _____
Theresa Bass, City Clerk

"ANAHEIM"

Date of Execution

_____

Anaheim Union High School District

By: _____

Printed Name Nancy C. Nien

Title Assistant Superintendent, Business

APPROVED AS TO FORM:

ROBERT FABELA, CITY ATTORNEY

By: Kristin Pelletier

Kristin A. Pelletier
Chief Assistant City Attorney, Civil

Dated: 8/28/23

148649

EXHIBIT HH

Anaheim Union High School District

Magnolia High School New Construction & Modernization

Erickson-Hall Construction Co.

Amendment No. 6

January 8, 2024

This Amendment No. 6 shall be incorporated in those certain documents dated May 27, 2022 entitled, "Construction Services Agreement" ("CSA"). The parties desire to amend the CSA as indicated below. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment No.6, taken together with the CSA dated May 27, 2022, represents the new Construction Services Agreement.

I. **AMEND THE CONSTRUCTION SERVICES AGREEMENT AS FOLLOWS:**

A. Add Articles 3.40, 3.41, 3.42, 3.43, 3.44, 3.45 as follows:

Magnolia High School Modernization – Community Center Farm (MACC)

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

3.40 Contract Time is **152** Days.

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

3.42 Guaranteed Maximum Price (Art. 5) is **$1,715,991**.

3.42.1 Construction Contingency (within GMP) is **$27,549**.

3.42.2 Errors and Omissions Contingency (within GMP) is **$13,774**.

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

3.43.1 District's Contingency (Art. 8) is **$17,160**. District Contingency is carried outside of the GMP.

3.43.2 Unforeseen Allowance is **$34,320**. Unforeseen Allowance is carried outside of the GMP.

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

3.45 Guaranteed Maximum Price (Art 5) for **New Construction & Modernization, Pool Restoration, HVAC Replacements, Art Building Renovation, Maintenance Restoration at Cook Auditorium, Site Perimeter Fencing and Community Center Farm (MACC)** combined is **$55,401,003**.

End of Amendment No. 6

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

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

Erickson-Hall Construction Co.
Anaheim Union High School District
Guaranteed Maximum Price
Bid Date: 11/10/23

	MHS Community Center Farm (MACC)	COST
1	Earthwork and Site Demolition	$ 254,406
2	Asphalt Paving and Striping	$ 138,207
3	Concrete & Reinforcing Steel	$ 316,919
4	Metals	$ 57,855
5	Fencing	$ 18,615
6	OFCI Items	$ 177,768
7	Door Hardware	$ -
8	Painting	$ 12,960
9	Signage & Specialties	$ -
10	Plumbing & Site Utilities	$ 205,330
11	Electrical / LV	$ 172,778
12	Site Specific Conditions	$ 22,600
13	**SUBTOTAL**	$ 1,377,438
14	General Conditions	$ 195,550
15	Contractor Contingency (2% Subtotal)	$ 27,549
16	E&O Contingency (1% of Subtotal)	$ 13,774
17	Fee (3.75% of Subtotal + GC's)	$ 58,987
18	Insurance (1.6% of Subtotal, GC's and Fee)	$ 26,112
19	Bond (1% of Subtotal, GC's, Fee, and Insurance)	$ 16,581
20	**Magnolia HS Community Center Farm Total Cost**	$ 1,715,991
	DISTRICT CONTINGENCY - 1% OF GMP	$ 17,160
	UNFORESEEN CONTINGENCY - 2% OF GMP	$ 34,320
	TOTAL W/CONTINGENCIES OUTSIDE OF GMP	$ 1,767,470

EXHIBIT II

CHANGE ORDER NO.1

(Additive)

PROJECT: RFP #2022-28 Anaheim High School Athletic Field Improvements 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 #1-11- Change order work related to the Anaheim HS Track and 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:	$ 7,650,948.00
Change Order amount:	$ 45,636.93
New contract price:	$ 7,696,584.93

TIME FOR COMPLETION:

Original completion date:	365 calendar days
Time for completion of Change Order:	(61) days
New completion date:	304 calendar days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: Mark Deferville
Signature

Mark Deferville
Print Name

Project Manager
Title

1/31/2024
Date

DISTRICT

By: _____
Signature

Nancy Nien
Print Name

Assistant Superintendent, Business
Title

_____
Date

ARCHITECT

By: David M Bannon
Signature

David Bannon
Print Name

Partner
Title

1/31/2024
Date

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

Quantity	Description
2	Cambro Hot Box
1	Cart, Food Warming
1	Carts, Metal
100	Chairs
50	Chromebook Laptop
7	Computer Desktop
1	Document Camera
1	Food Cutter
2	Food Warmer, Electric
4	Freezer
3	Golf Cart/Flatbed
1	Milk Cooler
4	Monitor
1	Oven
6	Point Of Sale Machine
22	Printer
4	Racks, Dunnage
1	Range
2	Refrigerator
1	Rethermalizer Rack
80	Stream Laptop
1	Table, Prep
2	Table, Work Bench

Declaring Certain Vehicles as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

Quantity	Vehicle №	Year	Make	Vehicle Vin.
1	Pick Up Truck #341	1986	Jeep	1JTWE6517GT226902

Declaring Certain Books as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

EXHIBIT KK

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Spanish					
Abriendo Paso Lectura	32	Outdated	Fair	Obsolete	No To Be Sold
Abriendo Puertas Ampliando Perspectivas	24	Outdated	Fair	Obsolete	No To Be Sold
Abriendo Puertas Antología de Literatura en Español Tomo 1	14	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 1	41	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 1 Resource Book	7	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 2	205	Outdated	Fair	Obsolete	No To Be Sold
Encuentros Maravillosos	37	Outdated	Fair	Obsolete	No To Be Sold

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

EXHIBIT LL

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64S0096	**123 OFFICE SOLUTION INC.**	**26,021.63**	26,021.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0415	**360DTII LLC**	**672.07**	672.07	0123381110 4410	SAVANNA/TITLE I/PARENTING / EQUIPMENT - NON-
T64T0416	**360DTII LLC**	**672.07**	672.07	0121750910 4410	WE/ILC/INSTR / EQUIPMENT - NON-CAPITALIZED
T64R1254	**A 1 FENCE COMPANY**	**4,658.00**	4,658.00	0123232081 5610	SA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
T64C0091	**A ALVARADO PAINTING**	**4,700.00**	4,700.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
T64R1275	**AARDVARK CLAY AND SUPPLIES INC**	**427.77**	427.77	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0487	**AARDVARK CLAY AND SUPPLIES INC**	**2,000.00**	2,000.00	0121439010 4310	WE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1307	**ABC SCHOOL EQUIPMENT INC**	**20,154.44**	20,154.44	0120230081 4410	ANAHEIM/GENERAL/MO / EQUIPMENT - NON-
T64R1348	**ACDA**	**290.00**	290.00	0138000910 5210	BA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R1235	**AMAZON CAPITAL SERVICE**	**1,006.89**	1,006.89	0117752221 4320	INSTR SVC/MECCA/INSTR SUPV / OTHER OFFICE/MI
T64R1248	**AMAZON CAPITAL SERVICE**	**425.20**	425.20	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1281	**AMAZON CAPITAL SERVICE**	**150.77**	150.77	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1295	**AMAZON CAPITAL SERVICE**	**133.36**	133.36	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1296	**AMAZON CAPITAL SERVICE**	**429.92**	429.92	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
T64R1305	**AMAZON CAPITAL SERVICE**	**5,005.60**	5,005.60	0120901021 4320	AN/LOCAL GRANTS / OTHER OFFICE/MISC SUPPLIES
T64R1315	**AMAZON CAPITAL SERVICE**	**126.37**	126.37	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64R1340	**AMAZON CAPITAL SERVICE**	**37.22**	37.22	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1355	**AMAZON CAPITAL SERVICE**	**441.39**	441.39	0125028040 4310	KA/ATHLET/ANCILLARY / INSTRUCTIONAL MATL &
T64R1400	**AMAZON CAPITAL SERVICE**	**186.15**	186.15	0125439010 4310	KA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64T0413	**AMAZON CAPITAL SERVICE**	**84.02**	84.02	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64T0441	**AMAZON CAPITAL SERVICE**	**861.89**	861.89	0163379010 4310	TITLE IIIA / LIMITED ENG PROF / INSTRUCTIONAL
T64R1302	**AMERICAN CASUAL**	**439.76**	439.76	0160489510 4310	SCHL MNTL HL/TUPE GNT-COHORT J /
T64R1338	**AMERICAN CASUAL**	**1,066.19**	1,066.19	0120393110 4310	VEA PERKINS STUDENT ORG ANAHEI /

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1352	**ANAHEIM ELEMENTARY SCHOOL DIST**	**341.25**	341.25	0137000910 5620	SY/LCFF-CONCENTRATION/INSTR /
T64R1392	**ANAHEIM UNION HIGH SCHOOL FOUN**	**431.00**	431.00	0164901021 4320	PD/(TITAN ED)/STUART DEMO / OTHER OFFICE/MISC
T64R1319	**ANTHEM SPORTS LLC**	**2,840.27**	2,840.27	0124385010 4310	LO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1329	**ART SUPPLY WAREHOUSE**	**2,599.00**	2,599.00	0125439010 4310	KA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64X0484	**ART SUPPLY WAREHOUSE**	**2,000.00**	2,000.00	0121439010 4310	WE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64A0269	**ASPHALT FABRIC AND ENGINEERING**	**11,872,696.70**	11,872,696.70	4028733085 6165	CYP/GENL FAC/FAC ACQ / SITE CONSTRUCTION
T64A0109	**AVID CENTER**	**56,208.00**	4,684.00	0120381010 5310	ANAHEIM/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0121381010 5310	WE/ECIA TITLE I/INSTRUCTI / DUES AND
			4,684.00	0123381010 5310	SA/TITLE I/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0124381010 5310	LO/TITLE I/INSTRUCTIONAL / DUES AND
			4,684.00	0125381010 5310	KA/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0131381010 5310	BR/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0132381010 5310	OR/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0135381010 5310	DALE/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0137381010 5310	SY/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0138381010 5310	BALL/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0140381010 5310	SOUTH/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,684.00	0142000910 5310	OX/LCFF-CONCENTRATION/INSTR / DUES AND
T64R1332	**AWARDS UNLIMITED**	**707.11**	707.11	0142393110 4320	VEA PERKINS STUDENT ORG OXFORD / OTHER
T64T0414	**B AND H PHOTO VIDEO INC**	**346.63**	346.63	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0419	**B AND H PHOTO VIDEO INC**	**287.82**	287.82	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64T0426	**B AND H PHOTO VIDEO INC**	**3,750.96**	1,908.70	0102000572 4320	SPECIAL PROJECTS BUDGET / OTHER OFFICE/MISC
			1,842.26	0102000572 4410	SPECIAL PROJECTS BUDGET / EQUIPMENT - NON-
T64R1309	**BARNES AND NOBLE**	**1,714.03**	1,714.03	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND
T64R1313	**BARNES AND NOBLE**	**76.23**	76.23	0168381010 4210	GI/TITLE I/INSTR / BOOKS AND REFERENCE

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BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64A0271	**BARR, DUSTIN**	**1,250.00**	1,250.00	0153752140 5805	COLOR & LIGHT/ANCIL / INSTRUCTIONAL PROF
T64T0411	**BEST BUY FOR BUSINESS**	**4,061.21**	4,061.21	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1324	**BLICK ART MATERIALS LLC**	**4,578.04**	4,578.04	0127439010 4310	KE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1327	**BLICK ART MATERIALS LLC**	**7,532.83**	7,532.83	0125439010 4310	KA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1339	**BLICK ART MATERIALS LLC**	**1,515.95**	1,515.95	0127439010 4310	KE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1378	**BLICK ART MATERIALS LLC**	**1,337.70**	1,337.70	0153752140 4310	COLOR & LIGHT/ANCIL / INSTRUCTIONAL MATL &
T64R1388	**BLICK ART MATERIALS LLC**	**2,509.00**	2,442.85	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			66.15	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64X0485	**BLICK ART MATERIALS LLC**	**18,000.00**	18,000.00	0121439010 4310	WE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1283	**BLOOMSBURY PUBLISHING**	**2,945.80**	2,945.80	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
T64T0428	**BLUUM USA INC.**	**1,519.89**	1,519.89	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1354	**BOLSA CHICA CONSERVANCY**	**100.00**	100.00	0161000910 5880	PO/LCFF-CONCENTRATION/INSTR / OTHER
T64T0430	**BOOK SYSTEMS INC**	**84.65**	84.65	0123000024 4315	SA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
T64T0437	**BRAINPOP LLC**	**3,795.00**	3,795.00	0132381010 5880	OR/ECIA1/INSTR / OTHER OPERATING EXPENSES
T64R1288	**BREA ORANGE COUNTY PLUMBING HE**	**5,837.80**	5,837.80	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
T64T0420	**BREAKOUT EDU**	**198.00**	198.00	0122393010 5880	MA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
T64R1300	**BSN SPORTS**	**5,491.25**	2,544.40	0121385010 4310	WE/TITLEIV/INSTR / INSTRUCTIONAL MATL &
			2,946.85	0121385010 4410	WE/TITLEIV/INSTR / EQUIPMENT - NON-CAPITALIZE
T64R1385	**BSN SPORTS**	**135.06**	135.06	0142750640 4310	OX/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
T64R1394	**BSN SPORTS**	**320.17**	320.17	0138750640 4310	BALL/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MA
T64R1287	**BSN SPORTS LLC**	**6,595.75**	6,595.75	0120028040 6490	AN/ATHLET/ANCILLARY / EQUIPMENT - OTHER
T64R1252	**BUDDY'S ALL STARS INC**	**880.45**	880.45	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R1369	**BUDDY'S ALL STARS INC**	**624.55**	624.55	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL &

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1370	**BUDDY'S ALL STARS INC**	**594.46**	594.46	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R1371	**BUDDY'S ALL STARS INC**	**331.60**	331.60	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R1260	**BUREAU OF EDUCATION AND RESEAR**	**825.00**	825.00	0131381010 5210	BR/ECIA1/INSTR / TRAVEL AND CONFERENCE
T64R1267	**CABE**	**2,690.00**	2,690.00	0122381110 5210	ECIA TITLE I - PARENTING / TRAVEL AND
T64R1268	**CABE**	**790.00**	790.00	0161381010 5210	PO/TITLE I/INSTR / TRAVEL AND CONFERENCE
T64R1269	**CABE**	**1,920.00**	1,920.00	0168381010 5210	GI/TITLE I/INSTR / TRAVEL AND CONFERENCE
T64R1270	**CABE**	**5,525.00**	5,525.00	0121381110 5210	WESTERN/TITLE I/PARENTING / TRAVEL AND
T64R1333	**CABE**	**18,794.00**	18,794.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
T64R1337	**CABE**	**20,685.00**	20,685.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
T64R1347	**CABE**	**920.00**	920.00	0138000910 5210	BA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R1349	**CABE**	**1,770.00**	1,770.00	0131381110 5210	TITLE I - PARENTING / TRAVEL AND CONFERENCE
T64R1350	**CABE**	**1,010.00**	1,010.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
T64R1404	**CADA CENTRAL**	**455.00**	455.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R1383	**CAL BUILDING SYSTEMS INC**	**390.00**	390.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1358	**CAPISTRANO GOLF CARS INC**	**9,308.75**	4,000.00	0161000081 6490	INDEPENDENT STUDY/MO / EQUIPMENT - OTHER
			5,308.75	0168140081 6490	GI SOUTH/SCH ADM/M&O / EQUIPMENT - OTHER
T64R1328	**CAREER LAUNCH**	**28,000.00**	28,000.00	0152546821 5210	SWP K12 PATHWAY(ROUND 4) / TRAVEL AND
T64R1249	**CAROLINA BIOLOGICAL SUPPLY CO.**	**353.59**	353.59	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1316	**CENTRAL RESTAURANT PRODUCTS**	**14,200.26**	9,045.24	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			5,155.02	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
T64R1344	**CENTRAL RESTAURANT PRODUCTS**	**1,973.33**	1,973.33	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64R1389	**CHEFS' TOYS**	**1,023.33**	1,023.33	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64R1390	**CHEFS' TOYS**	**4,568.62**	3,254.09	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1390	***** CONTINUED *****				
			1,314.53	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
T64R1257	**CICNEROS, ERNESTO**	**2,000.00**	2,000.00	0131000910 5880	BR/LCFFF-CONCENTRATION/INSTR / OTHER
T64R1320	**CITY OF CYPRESS**	**189.38**	189.38	0127970081 5880	KE/COMM SVC/MO / OTHER OPERATING EXPENSES
T64R1374	**CLEAN OUT KINGS**	**1,750.00**	1,750.00	0132239081 5610	OR/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
T64R1262	**COMPLETE ACCESS SOLUTIONS**	**13,600.75**	350.19	0138236081 4355	BALL/LOCKS/MO / MAINTENANCE SUPPLIES
			13,250.56	0138236081 6490	BALL/LOCKS/MO / EQUIPMENT - OTHER
T64S0098	**CONTRACT PAPER GROUP INC.**	**366.76**	366.76	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1375	**COOKS CAMPUS DINING SUPPLY**	**291.24**	291.24	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64R1360	**COSCO FIRE PROTECTION INC**	**983.00**	983.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1280	**CRISP IMAGING**	**1,166.72**	1,166.72	0135140027 5610	DALE/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
T64R1334	**CUE INC.**	**1,945.00**	1,945.00	0132000910 5210	OR/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R1271	**DAD MILLER GOLF COURSE**	**500.00**	500.00	0123028010 5880	SA/ATHLET/INSTR / OTHER OPERATING EXPENSES
T64A0267	**DAVID D HATMAKER**	**5,000.00**	5,000.00	0153385010 5805	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL PROF
T64C0089	**DAVID'S TREE SERVICE INC**	**500.00**	500.00	0120222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
T64R1396	**DB SERVICE CENTER LLC**	**6,572.75**	6,572.75	0115115081 6490	EDUCATION/M&O / EQUIPMENT - OTHER
T64R1391	**DECKER INC**	**787.48**	787.48	0134000081 4347	WA/MO / OPERATIONS SUPPLIES - MISC
T64R1363	**DEMCO INC**	**115.68**	115.68	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1398	**DEMCO INC**	**417.26**	417.26	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R1346	**DRAMATIC PUBLISHING**	**525.76**	331.81	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			193.95	0120439010 5880	AN/PROP 28: ARTS AND MUSIC/INS / OTHER
T64T0439	**DRONE SPORTS INC.**	**15,358.71**	15,358.71	0124393010 4310	LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64X0483	**ECONOMY RENTALS INC**	**500.00**	500.00	0138000910 5620	BA/LCFF-CONCENTRATION/INSTR /

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1308	**EL PARTNER CATERING**	**3,375.00**	3,375.00	0115750110 4390	ED/S & C (INNOVATION GNT/INSTR / MEETING
T64R1356	**EXERCISE EQUIPMENT ETC INC**	**3,159.25**	3,159.25	0122385010 4310	MA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64C0085	**FERGUSON ENTERPRISES INC**	**2,073.63**	2,073.63	0131239081 4410	BR/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
T64C0087	**FERGUSON ENTERPRISES INC**	**1,377.12**	1,377.12	0150239081 4410	ADMIN/PLUMB/MO / EQUIPMENT - NON-CAPITALIZE
T64X0489	**FHEG CYPRESS COLLEGE BOOKSTORE**	**25,000.00**	25,000.00	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
T64T0440	**FIVE STAR RUBBER STAMP INC**	**207.89**	207.89	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
T64R1284	**FOLLETT SCHOOL SOLUTIONS LLC**	**399.98**	399.98	0127000810 4310	KE/LCFF-SUPPLEMENTAL/INSTR / INSTRUCTIONAL
T64A0263	**GALLAGHER & ASSOCIATES INC**	**5,000.00**	5,000.00	0115750121 5810	ED/PROF DEV/SUPV INSTR / NON-INSTRUCTIONAL
T64R1266	**GAMETRUCK**	**525.00**	525.00	0132591510 5620	ORANGEVIEW/LOCAL GRANTS/GIFT /
T64R1306	**GANAHL LUMBER CO**	**30,636.77**	30,636.77	0110230081 4347	MAINTENANCE/MO / OPERATIONS SUPPLIES - MISC
T64C0086	**GOLDEN STATE PAVING CO INC**	**14,993.00**	14,993.00	0120238085 6170	ANAHEIM/PAVING/MO / LAND IMPROVEMENTS
T64R1272	**GOLDEN STITCHES LLC**	**2,839.22**	2,839.22	0138007010 4310	BALL/INS MUS/INSTR / INSTRUCTIONAL MATL &
T64R1251	**GOPHER SPORTS EQUIPMENT**	**4,990.18**	4,366.31	0137385010 4310	SY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			623.87	0137385010 4410	SY/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
T64R1276	**GOPHER SPORTS EQUIPMENT**	**3,103.69**	3,103.69	0122385010 4310	MA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1314	**GOPHER SPORTS EQUIPMENT**	**6,593.44**	6,593.44	0124385010 4310	LO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1361	**GOPHER SPORTS EQUIPMENT**	**3,261.94**	1,886.83	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			1,375.11	0168000910 4410	GI/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64C0074	**GRAINGER**	**1,172.52**	598.23	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
			574.29	0124230081 4410	LOARA/GENERAL/MO / EQUIPMENT - NON-
T64R1304	**GRAINGER**	**1,756.82**	1,756.82	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
T64R1359	**GRAINGER**	**577.52**	577.52	0148230081 4410	HANDE/LGENERAL/MO / EQUIPMENT - NON-
T64R1379	**GRAINGER**	**1,514.00**	1,514.00	0120439010 4410	AN/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1330	**GRAPHIC DESIGN MARKING SYSTEM**	**1,091.75**	1,091.75	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R1381	**HADASA'S D-SIGNS & T-SHIRTS**	**1,212.19**	1,212.19	0131750640 4310	BR/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
T64R1318	**HENRY SCHEIN INC.**	**3,313.49**	3,313.49	2522710185 4410	MA/DEV FEES/ACQ / EQUIPMENT - NON-CAPITALIZE
T64R1402	**HONOR'S HAVEN RETREAT**	**695.00**	695.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64R1282	**HOUGHTON MIFFLIN HARCOURT**	**1,447,330.33**	1,447,330.33	0117468010 4140	IS/LOTTERY/INSTR / TEXTS - STATE ALLOCATION 7-
T64R1285	**HOWIES ATHLETIC TAPE**	**587.02**	587.02	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
T64S0095	**IMAGE APPAREL FOR BUSINESS**	**1,475.13**	1,475.13	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1258	**INSTITUTE FOR EDUCATIONAL**	**279.00**	279.00	0127000910 5210	KE/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64R1384	**JM AND J CONTRACTORS**	**5,400.00**	5,400.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
T64R1298	**JOHNSON FLOORING INC**	**4,500.00**	4,500.00	0128233081 5610	CY/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
T64A0270	**JONI YURIE PRADO**	**1,000.00**	1,000.00	0153385010 5805	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL PROF
T64R1219	**JUNIOR LIBRARY GUILD**	**1,821.83**	1,821.83	0168381010 5880	GI/TITLE I/INSTR / OTHER OPERATING EXPENSES
T64R1368	**KAP7 INC**	**405.25**	405.25	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64C0090	**KENDALL SIGN INC**	**7,585.75**	7,585.75	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1373	**KNORR SYSTEMS INC.**	**7,430.10**	7,430.10	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIE
T64R1351	**LAGUNA ART MUSEUM**	**1,120.00**	1,120.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
T64R1401	**LAGUNA CLAY CO.**	**4,411.55**	4,411.55	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64X0488	**LAGUNA CLAY CO.**	**4,000.00**	4,000.00	0121439010 4310	WE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1247	**LITTLE LIBROS**	**915.33**	915.33	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64T0421	**LOADBALANCER.ORG INC.**	**1,390.00**	1,390.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
T64X0482	**MAR VAC ELECTRONICS**	**5,000.00**	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64T0412	**MATTERHACKERS INC**	**796.38**	796.38	0128543010 4310	CYP/ED INNV & RES/INSTR / INSTRUCTIONAL MATL
T64T0429	**MATTERHACKERS INC**	**1,661.35**	1,661.35	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64T0438	**MC GRAW HILL EDUCATION INC.**	**1,695,446.65**	70,000.00	0117468010 5210	IS/LOTTERY/INSTR / TRAVEL AND CONFERENCE
			1,625,446.65	0117468010 5880	IS/LOTTERY/INSTR / OTHER OPERATING EXPENSES
T64R1256	**MCCORMICK'S GROUP LLC**	**1,940.03**	1,940.03	0124439010 4310	LO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1290	**MEDCO SUPPLY COMPANY**	**1,043.61**	1,043.61	0120028034 4320	ANAHEIM/ATHLETICS/HEALTH / OTHER OFFICE/MIS
T64R1317	**MEDCO SUPPLY COMPANY**	**16,860.08**	10,278.49	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			6,581.59	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
T64R1323	**MIL-BAR PLASTICS**	**438.77**	438.77	0120336010 4310	ANAHEIM/ROTC/INSTR / INSTRUCTIONAL MATL &
T64R1255	**MONTGOMERY HARDWARE CO.**	**17,011.74**	17,011.74	0128140027 4347	CY/SCH ADM/SCH ADM / OPERATIONS SUPPLIES -
T64R1261	**MONTGOMERY HARDWARE CO.**	**3,738.10**	441.78	0121230081 4355	WESTERN/GENERAL/MO / MAINTENANCE SUPPLIES
			3,296.32	0121230081 4410	WESTERN/GENERAL/MO / EQUIPMENT - NON-
T64R1273	**MUSIC THEATER INTERNATIONAL**	**1,497.72**	748.86	0124000910 5620	LO/LCFF-CONCENTRATION/INSTR /
			748.86	0124000910 5880	LO/LCFF-CONCENTRATION/INSTR / OTHER
T64R1312	**NASCO**	**1,824.28**	1,824.28	0125439010 4310	KA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1325	**NASCO**	**1,824.28**	1,824.28	0125439010 4310	KA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1345	**NASCO**	**988.59**	988.59	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64A0256	**NATIS HOUSE**	**72,500.00**	72,500.00	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
T64T0418	**NCS PEARSON INC.**	**3,640.00**	3,640.00	0128393010 5880	CY/VEA-2B/INSTR / OTHER OPERATING EXPENSES
T64R1294	**NEW DIMENSION GENERAL CONSTRUC**	**76,847.12**	76,847.12	0120230085 6170	ANA/GENERAL/ACQ CONST / LAND IMPROVEMENT
T64T0433	**NSAV SOLUTIONS**	**586.38**	586.38	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R1264	**OCDE**	**500.00**	500.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
T64R1403	**OCDE**	**800.00**	800.00	0134399027 5210	WALKER IMP TCHR QUAL / TRAVEL AND
T64R1341	**OFFICE DEPOT**	**178.11**	178.11	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R1367	**OFFICE DEPOT**	**907.81**	907.81	0132000927 4320	OR/LCFF-CONCENTRATION/SCH ADM / OTHER

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1253	**ONE DAY SIGNS**	**8,795.10**	8,795.10	0124000927 4320	LO/LCFF (EIA)/SCH ADMIN / OTHER OFFICE/MISC
T64R1322	**ONE DAY SIGNS**	**242.44**	242.44	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64R1326	**ORANGE COUNTY ATHLETIC DIRECTO**	**2,250.00**	2,250.00	0115115010 5210	EDUCATION/INSTR / TRAVEL AND CONFERENCE
T64R1353	**ORANGE COUNTY ATHLETIC DIRECTO**	**75.00**	75.00	0123000010 5880	SA/INSTR / OTHER OPERATING EXPENSES
T64R1259	**PEGASUS BUILDING SERVICES COMP**	**9,000.00**	6,000.00	0120221081 5810	OPERATIONS - CUSTODIAL / NON-INSTRUCTIONAL
			3,000.00	0131221081 5810	OPERATIONS - CUSTODIAL / NON-INSTRUCTIONAL
T64R1321	**PEGLEG ENTERTAINMENT, A CALIFO**	**1,400.00**	1,400.00	0124000010 5620	LOARA/INSTR / RENTALS/OPERATING LEASES
T64R1387	**PIONEER ATHLETICS**	**1,831.75**	1,831.75	0121000081 4410	WESTERN/MO / EQUIPMENT - NON-CAPITALIZED
T64C0084	**POOL HEATER GUYS CORPORATION,**	**1,045.00**	190.00	0120240081 5610	ANAHEIM/POOL/MO / REPAIRS/MAINT - O/S SERVICI
			665.00	0124240081 5610	LOARA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
			190.00	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64T0422	**PRO SOUND AND STAGE LIGHTING**	**1,982.56**	1,982.56	0127439010 4310	KE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1365	**QUILL CORP.**	**105.31**	105.31	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1366	**QUILL CORP.**	**133.83**	133.83	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0424	**QUIZIZZ INC**	**2,916.00**	2,916.00	0132000910 5880	OR/LCFF-CONCENTRATION/INSTR / OTHER
T64X0481	**RIDDELL ALL AMERICAN**	**5,150.00**	5,150.00	0121751681 5630	WE/ATHLETICS/M & O / REPAIRS/ATHLETIC
T64R1393	**RIVERSIDE INSIGHTS**	**674.05**	674.05	0122261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
T64R1386	**ROGUE FITNESS**	**12,797.44**	12,797.44	0121385010 4410	WE/TITLEIV/INSTR / EQUIPMENT - NON-CAPITALIZE
T64R1222	**SAGE PUBLICATIONS**	**3,093.45**	3,093.45	0163379021 4210	TITLE IIIA / LIMITED ENG PROG / BOOKS AND
T64X0486	**SAVANNA HIGH SCHOOL ASB**	**22,000.00**	22,000.00	0123028040 5810	SA/ATHLET/ANCILL / NON-INSTRUCTIONAL PROF
T64R1286	**SCHOOL HEALTH CORPORATION**	**471.92**	471.92	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
T64R1265	**SCHOOL NEWS ROLL CALL LLC**	**1,646.00**	1,646.00	0102173071 5880	PUBLIC INFORMATION OFFICER / OTHER OPERATIN
T64R1336	**SCHOOL SPECIALTY INC**	**2,039.16**	2,039.16	0124439010 4310	LO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64T0427	**SCHOOL SPECIALTY INC**	**949.32**	949.32	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1372	**SCOTT EQUIPMENT INC**	**9,725.80**	2,961.85	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			6,763.95	0111222081 6490	OPERATIONS - GROUNDS / EQUIPMENT - OTHER
T64R1297	**SCREENFLEX PORTABLE PARTITIONS**	**1,942.33**	1,942.33	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1357	**SCREENFLEX PORTABLE PARTITIONS**	**5,462.12**	5,462.12	0144439010 4410	LE/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64T0417	**SEHI COMPUTER PRODUCTS INC**	**2,537.51**	2,537.51	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
T64T0431	**SEHI COMPUTER PRODUCTS INC**	**360.96**	360.96	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0432	**SEHI COMPUTER PRODUCTS INC**	**239.71**	239.71	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0434	**SEHI COMPUTER PRODUCTS INC**	**1,492.02**	1,492.02	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64T0435	**SEHI COMPUTER PRODUCTS INC**	**100,433.55**	100,433.55	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
T64A0264	**SOBEL GROUP INC., THE**	**45,000.00**	45,000.00	0172172083 5880	SAFE SCHOOLS / OTHER OPERATING EXPENSES
T64A0265	**SOBEL GROUP INC., THE**	**25,000.00**	25,000.00	0172172083 5880	SAFE SCHOOLS / OTHER OPERATING EXPENSES
T64A0266	**SOBEL GROUP INC., THE**	**25,000.00**	25,000.00	0172172083 5880	SAFE SCHOOLS / OTHER OPERATING EXPENSES
T64A0257	**SOCALGRAD**	**1,500.00**	1,500.00	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64A0258	**SOCALGRAD**	**500.00**	500.00	0147140027 4320	HOPE/SCHOOL ADMINISTRATION / OTHER
T64A0259	**SOCALGRAD**	**4,821.00**	4,821.00	0125066027 4320	KATELLA/GRADUATION/SCH ADMIN / OTHER
T64A0260	**SOCALGRAD**	**4,000.00**	4,000.00	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MIS
T64A0261	**SOCALGRAD**	**600.00**	600.00	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MIS
T64A0262	**SOCALGRAD**	**2,500.00**	2,500.00	0161140027 4320	IND STUDY/SCHOOL ADMINISTRATIO / OTHER
T64R1293	**SOCALGRAD**	**517.20**	517.20	0142066027 4320	OXFORD/GRAD/ADMIN / OTHER OFFICE/MISC
T64A0268	**SOHNG, EUNYOUNG**	**650.00**	650.00	0153385010 5805	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL PROF
T64T0436	**SOLARWINDS INC.**	**573.00**	573.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
T64R1292	**SOUTHWEST SCHOOL AND OFFICE SU**	**370.54**	350.81	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLI

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1292	***** CONTINUED *****				
			19.73	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R1364	**SOUTHWEST SCHOOL AND OFFICE SU**	**254.81**	254.81	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1376	**SOUTHWEST SCHOOL AND OFFICE SU**	**990.10**	990.10	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
T64R1289	**SPECTRUM SECURITY GROUP**	**993.26**	993.26	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
T64R1343	**SPORTING GOOD, THE**	**1,724.00**	1,724.00	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R1263	**SPORTS IMPORTS**	**4,560.82**	4,560.82	0127813540 4410	ASB/VOLLEYBALL/BOYS / EQUIPMENT - NON-
T64R1274	**STAPLES ADVANTAGE**	**1,052.02**	1,052.02	0104104172 4320	HR/ACCOMMODATIONS/OTHR ADMIN / OTHER
T64R1310	**STAPLES ADVANTAGE**	**613.40**	613.40	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1311	**STAPLES ADVANTAGE**	**88.74**	88.74	0160489510 4320	SCHL MNTL HL/TUPE GNT-COHORT J / OTHER
T64R1342	**STAPLES ADVANTAGE**	**175.74**	175.74	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R1362	**STAPLES ADVANTAGE**	**131.78**	131.78	0121261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
T64R1377	**STAPLES ADVANTAGE**	**414.89**	414.89	0128000031 4320	CY/GUID / OTHER OFFICE/MISC SUPPLIES
T64R1299	**STATE OF CALIFORNIA**	**575.00**	450.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			125.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
T64R1303	**SUNBELT RENTALS INC.**	**3,777.63**	3,777.63	0150235081 5620	ADMIN/HVAC/MO / RENTALS/OPERATING LEASES
T64T0423	**SUPPLYMASTER**	**376.69**	376.69	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0425	**SWEETWATER**	**1,984.71**	606.59	0127439010 4310	KE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			1,378.12	0127439010 4410	KE/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1301	**TRANE COMPANY, THE**	**722.53**	722.53	0120235081 4410	ANAHEIM/HVAC/MO / EQUIPMENT - NON-
T64A0272	**TWINING CONSULTING**	**500,000.00**	500,000.00	2756731185 6290	BOND SERIES 2019 - MEAS H / CONSTRUCTION -
T64A0273	**TYLER DURMAN INC**	**5,000.00**	5,000.00	0138000910 5810	BA/LCFF-CONCENTRATION/INSTR / NON-
T64R1278	**ULINE**	**420.09**	420.09	0121000927 4320	WES/LCFF (EIA)/SCH ADM / OTHER OFFICE/MISC

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2024 **FROM 02/05/2024 TO 02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64R1380	**ULINE**	**996.96**	996.96	0124000910 4410	LO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1291	**WARD'S NATURAL SCIENCE EST**	**1,965.41**	1,965.41	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
T64S0097	**WAXIE SANITARY SUPPLY**	**9,712.04**	9,712.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1382	**WEATHERPROOFING TECHNOLOGIES I**	**3,550.00**	3,550.00	0138241081 5610	BALL/ROOF/MO / REPAIRS/MAINT - O/S SERVICES
T64R1335	**WEBCAST AND BEYOND**	**31,027.50**	31,027.50	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF
T64R1395	**WEST SHIELD ADOLESCENT SERVICE**	**6,795.19**	6,795.19	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
T64R1331	**YENNIS PARTY RENTALS INC.**	**7,511.60**	7,511.60	0164752110 5620	IS/STEM-A-PALOZZA/INSTR / RENTALS/OPERATING

Fund 01 Total:	**4,287,781.72**
Fund 25 Total:	**3,313.49**
Fund 27 Total:	**500,000.00**
Fund 40 Total:	**11,872,696.70**
Total Amount of Purchase Orders:	**16,663,791.91**

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **03/07/2024**

EXHIBIT MM

FROM **02/05/2024** **TO** **02/26/2024**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64A0069	**OC HUMAN RELATIONS COUNCIL**	**475,000.00**	-3,100.00	0172000810 5805	SAFE SCHL/LCFF/INSTR / INSTRUCTIONAL PROF
S64A0289	**EIDE BAILLY LLP**	**70,000.00**	+27,500.00	0107107071 5820	ACCTG /AUDIT / AUDIT FEES
T64A0025	**EXPRESS SCRIPTS INC.**	**8,610,000.00**	+610,000.00	6900690060 5895	HEALTH AND WELF/ENTERP / CLAIMS - PRESCRIPTIO
T64A0089	**REGENTS UCLA**	**40,032.00**	-3,528.00	0153468010 5210	SP/LOTTERY/INSTR / TRAVEL AND CONFERENCE
T64A0102	**AWARENESS IN MOTION LLC**	**52,700.00**	+4,800.00	0115469210 5810	ED SERVICES/ED EFFECTIVENESS / NON-
T64C0050	**O'REILLY AUTO PARTS**	**4,789.93**	+620.00	0179113036 4370	GARAGE/TRANS-REG ED/TRANSPORT / REPAIRS -
T64R0280	**SUPERIOR TEXT**	**2,312.04**	-178.06	0153468010 4210	SP/LOTTERY/INSTR / BOOKS AND REFERENCE
T64R0696	**SOUTHWEST SCHOOL AND OFFICE SU**	**501.17**	+417.64	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R0922	**MUSIC AND ARTS CENTER**	**2,750.10**	-13.67	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1100	**ARCTIC INDUSTRIES LLC**	**17,893.64**	-2,600.00	0164913510 4410	PD/MACC/INSTRUCTION / EQUIPMENT - NON-
T64R1240	**DEMCO INC**	**192.27**	+28.57	0142000010 4315	OXFORD/INSTR / LIBRARY/MEDIA/TECH SUPPLIES
T64T0285	**ROSETTA STONE LTD.**	**40,578.80**	+8,983.80	0163379021 5880	TITLE IIIA / LIMITED ENG PROG / OTHER OPERATING
T64T0330	**SEHI COMPUTER PRODUCTS INC**	**107,295.62**	-8,894.44	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
T64T0401	**VEX ROBOTICS INC**	**2,133.43**	-26.48	0131381010 4410	BR/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
T64T0405	**AMAZON CAPITAL SERVICE**	**430.95**	-327.02	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64X0058	**PACIFIC COAST PROPANE LLC**	**235,000.00**	+40,000.00	0113113036 4383	TRANS/REG-ED/TRANSPORTATION /
T64X0073	**IMAGE APPAREL FOR BUSINESS**	**46,000.00**	+1,000.00	0111220081 4345	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0162	**DENNIS UNIFORM**	**2,500.00**	+500.00	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
T64X0204	**J E HALLIDAY SALES INC**	**25,000.00**	+10,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC SUPPLIE
T64X0224	**U S BANK**	**5,950.00**	+450.00	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLI

Fund 01 Total: **75,632.34**

Fund 69 Total: **610,000.00**

Total Amount of Change Orders: **685,632.34**

EXHIBIT NN

VENDOR CHECK REGISTER
January 8, 2024 through February 26, 2024

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
123 OFFICE SOLUTION INC.	V6411643	9320	26,419.87	00192849
360DTii LLC	**V6414513**	**4310**	1,327.90	**00192753**
			870.87	00192894
			9,358.48	00193189
			431.43	00193303
			215.72	00193432
			8,359.96	00193597
		4320	215.72	00192753
			1,128.23	00193189
			911.25	00193597
		4410	9,211.03	00192753
			17,323.44	00192802
			2,464.10	00193303
			7,541.75	00193432
A 1 FENCE COMPANY	V6408537	5610	6,910.00	00193660
		5620	671.62	00193660
			859.67	00193812
A ALVARADO PAINTING	V6406348	5610	5,550.00	00192850
A AND C URGENT CARE	V6412935	5810	140.00	00193261
A AND S CRAFTED PRODUCTS	V6415297	4310	854.00	00193476
		4320	79.21	00193476
A U H S D FOOD SERVICE DEPT	V6400023	4390	201.49	00192959
			30.64	00193033
			320.43	00193262
			750.00	00193532
			33.83	00193690
			20.43	00193866
			61.29	00194011
A Z BUS SALES INC.	V6400025	4375	158.35	00193263
			202.29	00193343
		4376	392.15	00192851
		4385	2,752.75	00194012
AAA ELECTRIC MOTOR SALES	V6400033	4355	784.33	00193344
			402.94	00193378
			25.82	00193477
			30.77	00193533
			446.85	00193743
			20.86	00193813
			69.46	00193925
		4410	868.84	00193344
AABY, LUCILA	V6415468	5220	4.02	00193478
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	119.82	00193598
		4355	427.77	00194013
ABLETON INC	V6415277	5880	6,519.00	00193691
ABRAHAM ARIAS HERRERA	V6415459	5220	3.35	00193479
AC POWER 1 INC	V6413051	5610	4,980.00	00193190
			690.00	00193379
ACDA	V6409477	5210	290.00	00192960
			290.00	00193926

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
ACS BILLING SERVICE	V6400072	5580	4,764.11	00192895
			4,962.23	00193867
ADA SPORTS BADMINTON AND TENNIS	V6411947	4310	798.00	00193380
			301.00	00193961
ADAMS, CLARE	V6413562	5220	64.52	00193034
ADI	V6400095	4355	146.26	00192896
			579.01	00194014
		4410	1,322.26	00193304
ADVANTAGE WEST INVESTMENT ENTERPRISES I	V6412537	9320	62,035.55	00193434
AD-WEAR AND SPECIALTY OF TEXAS INC	V6415001	4310	354.28	00193433
			496.62	00193692
AGRI TURF DISTRIBUTING LLC	V6412836	4347	479.91	00192897
			1,188.20	00193076
			613.71	00193345
			1,433.55	00193868
AGUILAR, JOSHUE	V6415438	5220	7.37	00193480
AGUIRRE, ROXANNE	V6414489	5220	62.03	00193035
AIREMASTERS AIR CONDITIONING	V6405365	6269	64,111.25	00193346
			1,307,095.07	00193693
AIRGAS USA LLC	V6413792	4375	132.41	00192852
			135.90	00193077
			135.90	00194015
AIRSUPPLY TOOLS INC.	V6412933	4375	475.02	00192853
			1,906.14	00192898
			2,326.17	00193347
			825.20	00194016
		4387	246.21	00192853
		9320	512.42	00193191
ALBARIAN, DANIEL	V6413593	5220	27.25	00193571
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	136.11	00193927
ALISON DOVER	V6413785	5805	3,750.00	00192769
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	7,884.51	00193078
ALONTI CAFE AND CATERING	V6413206	4390	856.58	00193481
ALT REV CASH FUND	V6405194	4305	234.34	00193305
		4310	4,295.92	00193305
		4320	1,318.70	00193305
		4347	178.06	00193305
		4390	825.62	00193305
		5880	48.93	00193305
		5910	76.50	00193305
	V6405195	4310	532.35	00193036
			3,003.56	00193814
		4320	570.22	00193036
			1,202.68	00193814
		4390	498.33	00193036
			308.58	00193814
		5210	-45.00	00193814
		5880	215.31	00193036
		5910	132.00	00193814
		8699	-554.34	00193036
	V6405196	4305	37.99	00193037
		4310	3,078.92	00193037
			2,615.02	00193815
		4320	2,208.29	00193037

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			802.42	00193815
		4347	264.75	00193037
			262.45	00193815
		4355	102.28	00193037
		4390	833.08	00193037
			459.81	00193815
		5610	149.77	00193037
			53.90	00193815
		5880	157.95	00193037
			35.00	00193815
		5910	132.00	00193815
	V6405197	4310	4,637.53	00193038
		4320	665.10	00193038
		4347	77.70	00193038
		4390	525.56	00193038
	V6405198	4310	3,323.80	00193039
		4320	1,151.85	00193039
		4347	132.24	00193039
		4390	581.68	00193039
AMAZON CAPITAL SERVICE	V6410684	4310	504.00	00192770
			201.99	00192854
			1,342.20	00193192
			153.55	00193225
			1,595.61	00193381
			1,198.22	00193661
			425.23	00193744
			1,578.05	00193816
			563.29	00193962
		4320	872.10	00193264
			1,198.09	00193816
			1,049.98	00193962
		4347	126.36	00193962
		4410	1,185.24	00192854
AMAZON WEB SERVICES INC.	V6412894	5880	55.19	00192725
			61.15	00193572
AMERICAN CASUAL	V6407489	4310	713.30	00193694
			1,668.69	00193817
		4345	228.15	00193193
			150.85	00193869
AMERICAN FENCE COMPANY INC	V6407611	5620	106.00	00192855
			106.00	00193482
AMERICAN TIME	V6410391	4355	4,951.62	00192771
AMTEC	V6411210	5810	600.00	00193114
ANAHEIM ELEMENTARY SCHOOL DISTRICT	V6400254	5100	71,849.09	00193534
		5620	341.25	00193928
ANAHEIM HIGH SCHOOL	V6400260	5810	6,827.00	00193695
		8699	722.47	00192961
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	40,016.65	00193980
ANIXTER	V6400294	4355	320.64	00192772
			45.76	00193131
			30.46	00193265
			669.23	00193348
			137.36	00193382
			159.18	00193483

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			282.84	00193599
			425.83	00194017
		4410	1,042.72	00192726
AP CONSTRUCTION GROUP INC	V6415026	6269	2,923,040.44	00193306
APOLLO PRINTING AND GRAPHICS	V6410446	5810	420.23	00193600
APPLE INC	V6400319	4310	139.00	00193194
			4,808.20	00193266
			2,772.50	00193818
AQUATIC SERVICE INC	V6415096	5610	722.24	00194018
ARBITERSPORTS LLC	V6415047	5810	1,450.00	00193079
			15,000.00	00193917
AREY JONES EDUCATIONAL SOLUTIONS	V6411649	4310	210.31	00193696
ARMSTRONG, SANDRA	V6409174	4310	62.23	00193819
ARRIZON, VIRGINIA	V6414836	4390	130.66	00193745
ARROW SERVICES INC	V6412839	5580	1,835.20	00192856
			6,150.40	00193226
			1,040.60	00194019
ART SUPPLY WAREHOUSE	V6400350	4310	763.96	00192727
			119.71	00193195
			14.63	00193697
ARVIZU, MARIBEL	V6414272	5210	633.52	00192899
AT AND T	V6400374	5918	53.64	00192857
			34.41	00193698
			19.23	00193746
	V6406157	5918	15,067.12	00193080
			15,127.22	00193963
AT AND T MOBILITY	V6409270	5880	907.83	00192900
			907.83	00193601
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	46,337.29	00193132
			19,110.03	00193929
ATVANTAGE LLC	V6412895	5805	897.00	00193484
AVID CENTER	V6400410	5310	56,208.00	00194020
AVILA, MONSERRAD	V6414711	5220	46.71	00192901
			30.22	00193573
AWARDS BY PAUL	V6400412	4320	374.97	00193349
			43.10	00193930
AZEVEDO, VICKY	V6412068	5220	120.68	00193820
B AND H PHOTO VIDEO INC	V6400422	4310	1,436.76	00192728
			1,664.85	00192858
			2,859.83	00193081
			108.54	00193383
			80.77	00193435
			4,380.53	00193602
			2,167.24	00193662
			634.45	00193964
		4320	560.03	00193435
			1,816.38	00193964
		4347	62.06	00192858
		4410	3,180.75	00192858
			952.04	00193081
			1,288.21	00193196
			1,721.08	00193267
			2,202.01	00193602
			7,795.60	00193662

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			1,842.26	00193964
B AND K ELECTRIC WHOLESALE	V6400623	4355	311.80	00193082
			231.90	00193485
B AND M LAWN AND GARDEN INC	V6400423	4347	190.82	00192773
			202.52	00192962
			469.10	00193486
			23.14	00193663
			474.09	00193931
B J FREEMAN PHD	V6414949	5850	6,500.00	00193821
BACH COMPANY, THE	V6407748	4310	1,202.42	00193384
BACKHAUS DANCE	V6415235	5805	3,000.00	00193115
BALL JR HIGH SCHOOL	V6400433	8699	303.35	00192963
BARNES AND NOBLE	V6400450	4210	2,451.31	00193083
			1,984.50	00193603
			2,185.96	00194021
		4320	1,152.06	00194021
BARNEY'S BLENDS INC.	V6411700	4347	711.15	00193197
			840.45	00193385
			3,245.81	00193699
			1,441.68	00193870
		4355	3,245.82	00193699
BARR, DUSTIN	V6415491	5805	1,250.00	00193965
BAVCO	V6407678	4355	293.27	00193040
			903.50	00194022
BCT ENTERTAINMENT	V6406302	4347	26.31	00192964
BEACON DAY SCHOOL	V6409269	5860	104,420.83	00193041
			5,736.25	00193084
			28,264.63	00193574
			125,061.05	00193871
BEAN, AMANDA	V6409023	5210	266.86	00193268
BEE BUSTERS	V6400472	5610	125.00	00193747
BEST BUY FOR BUSINESS	V6408717	4410	4,061.31	00194023
BEST-VIP CHAUFFEURED WORLDWIDE	V6414620	5620	3,285.12	00193133
			3,030.33	00193350
			2,567.14	00193436
			2,056.29	00193872
BIG BROTHERS BIG SISTERS OF ORANGE	V6412086	5805	5,000.00	00192859
			2,500.00	00192965
			2,500.00	00193918
			2,500.00	00194024
BIG D SUPPLIES	V6400508	4355	138.72	00192966
			21.41	00193386
			483.63	00193932
BIOMETRICS4ALL INC	V6409224	5880	1,998.84	00193351
BLICK ART MATERIALS LLC	V6401357	4310	1,247.10	00192860
			16.15	00192967
			166.89	00193085
			502.38	00193387
			565.03	00193437
			45.52	00193664
			1,432.87	00193966
			172.44	00194025
BLOOMSBURY PUBLISHING	V6415481	5880	2,945.80	00194026
BLUE STAR AUTO GLASS	V6414451	4370	393.00	00193352

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
BOLAINEZ, LUZ	V6415304	5210	560.14	00192968
BONFIRE INTERACTIVE LTD	V6413207	5880	15,515.00	00192902
BOOMERANG PROJECT	V6408986	5210	11,175.00	00192861
BORDER TIRE	V6413240	4386	3,633.04	00192969
BPS SUPPLY GROUP	V6400476	4355	42.11	00193086
BRAINPOP LLC	V6407109	5880	3,795.00	00194027
BREA ORANGE COUNTY PLUMBING HEATING	V6412728	5610	5,134.93	00193134
BREAKOUT EDU	V6412649	5880	198.00	00193873
BRIDGEPORT GOLF CARS	V6413224	5610	1,874.99	00193198
			616.59	00193933
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	5810	460.00	00192754
			190.00	00192903
			55.00	00193269
BROWN, GARY	V6407729	4390	1,166.82	00193487
BRUNET, PATTY	V6403581	5210	408.76	00193307
BRYANT, RENAE	V6412971	4390	376.76	00192774
BSN SPORTS	V6400615	4310	4,663.22	00193604
			51.64	00193665
		6490	6,308.11	00193227
BSN SPORTS LLC	V6412536	4310	98.25	00193535
		4355	80.04	00193535
BUDDY'S ALL STARS INC	V6406311	4310	88.36	00193087
			2,727.89	00193822
		5630	8,580.00	00192862
		9320	2,917.01	00193822
BULK BOOKSTORE	V6414414	4210	3,229.81	00192729
			581.53	00193666
BUREAU OF EDUCATION AND RESEARCH	V6400627	5210	295.00	00193116
			825.00	00193874
BUSWEST	V6407892	4376	463.72	00192863
			531.95	00193875
C AND L CUSTOM JACKETS	V6400644	4310	5,699.98	00193042
		4410	560.30	00193575
C.A.S.H.	V6400650	5210	1,729.00	00193117
CABE	V6400656	5210	6,610.00	00192970
			5,510.00	00193228
			6,250.00	00193488
			5,400.00	00193823
			5,525.00	00193876
			920.00	00193934
CABRERA, VERONICA	V6412362	8699	58.37	00192775
CADA CENTRAL	V6400658	5210	605.00	00192864
			910.00	00193353
			455.00	00193576
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	5880	3,743.00	00193536
CALIFORNIA COMMISSION TEACHER CREDENTIAI	V6409605	5310	1,370.00	00193199
CALIFORNIA DEPARTMENT OF EDUCATION	V6400686	8660	11,358.20	00193270
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	663.00	00193135
			1,301.00	00193935
CALIFORNIA PLUMBING PARTS	V6412567	4355	478.95	00192776
			768.37	00192865
			414.00	00192904
			1,520.78	00193388
			2,115.93	00193537

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			285.04	00193667
			249.53	00193748
			423.58	00193936
			638.66	00194028
CALIFORNIA YELLOW CAB	V6413351	5870	2,309.35	00193043
			2,015.00	00193824
			233.45	00193877
CAMBEROS, MARGARITO	V6414263	5220	53.06	00192866
			60.30	00193605
CAPISTRANO GOLF CARS INC	V6411745	4347	118.53	00192867
			499.63	00193749
		5610	250.00	00192867
			3,180.72	00193229
			3,266.30	00193438
			1,037.43	00193749
CAPTURING KIDS HEARTS	V6412132	4310	6,750.00	00193577
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	900.48	00193878
			1,955.88	00193967
CART MAN INC, THE	V6404668	4410	7,106.11	00193578
		5610	1,015.32	00192868
			163.26	00193271
			1,184.40	00193439
			362.08	00193825
			89.00	00194029
CASE AND SONS CONSTRUCTION INC	V6400796	5610	46,041.00	00193919
CBDA	V6412569	5210	440.00	00192971
			220.00	00193118
CCIS	V6406510	5210	2,995.00	00192972
CDW GOVERNMENT INC.	V6400819	4310	630.34	00193272
		4355	459.23	00193272
		4410	587.24	00192730
			235.51	00193272
		5880	-1,235.82	00193272
CENGAGE LEARNING	V6404723	4210	4,000.00	00193968
		4310	1,421.98	00193668
CERTIFIX LIVE SCAN	V6414255	5880	750.00	00192777
			225.00	00193200
			725.00	00194030
CHAN, HELEN	V6411536	5210	160.00	00192973
CHAVARRIA, MARIA	V6415443	5220	2.01	00193489
CHAVEZ, ARACELI	V6408992	5210	116.36	00192905
CHEMMA'S KITCHEN	V6415326	4390	2,340.00	00193136
CHILDERS, KAITI	V6412258	5220	49.58	00193606
CI SOLUTIONS	V6412744	4320	249.77	00193538
CICNEROS, ERNESTO	V6415475	5880	2,000.00	00193826
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	19,144.34	00193389
CISNEROS, ELENA	V6415457	5220	5.36	00193490
CITY OF ANAHEIM	V6400957	5520	99,163.46	00192731
			31,683.89	00192755
			55,693.14	00192869
			25,471.76	00192906
			11,843.23	00193044
			22.12	00193088
			44,307.27	00193201

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			32,542.57	00193491
			26,725.02	00193539
			92,230.78	00193607
			64,188.83	00193669
			17.95	00193879
			13,761.76	00193937
			47,910.40	00194031
		5530	35,767.58	00192731
			951.31	00192755
			11,085.69	00192869
			4,315.42	00192906
			3,670.58	00193044
			368.12	00193088
			7,971.69	00193201
			4,828.26	00193491
			3,600.50	00193539
			20,532.04	00193607
			4,783.26	00193669
			208.11	00193879
			2,056.03	00193937
			4,232.34	00194031
		5580	21,789.41	00192731
			4,053.41	00192755
			10,213.95	00192869
			4,402.35	00192906
			3,017.89	00193044
			0.01	00193088
			8,117.97	00193201
			8,569.38	00193491
			4,343.10	00193539
			20,863.00	00193607
			10,148.93	00193669
			3,221.50	00193937
			7,622.61	00194031
		5810	957.56	00193308
CITY OF BUENA PARK	V6400958	5530	4,763.50	00192870
			3,157.18	00193880
		5580	483.85	00192870
			315.72	00193880
CITY OF CYPRESS	V6400959	5880	189.38	00193881
CLAIM RETENTION SERVICES INC.	V6408940	5810	2,250.00	00192778
			2,250.00	00193579
CLEAN OUT KINGS	V6413766	5610	1,750.00	00194032
COALITION FOR ADEQUATE SCHOOL HOUSING (C	V6413750	5210	140.00	00192871
CODECOMBAT INC.	V6412370	5880	1,750.00	00193354
COLLAR, JASON	V6415118	5210	1,772.31	00193230
COLLEGE BOARD	V6401012	5880	266.76	00193273
COMPETITION HARDWOOD FLOORS INC	V6415221	5610	7,530.00	00192907
COMPLETE ACCESS SOLUTIONS	V6415052	5610	1,500.00	00192779
			625.00	00193540
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	740.00	00192974
			935.00	00193938
CORNEJO, VERONICA	V6415461	5220	7.37	00193492
CORTEZ, NANCY	V6408048	4390	1,540.82	00193541

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
CORWIN PRESS INC.	V6401107	4210	649.48	00193274
COSCO FIRE PROTECTION INC	V6412879	5610	2,420.00	00192756
			3,160.00	00192780
			2,640.00	00192975
			971.00	00193700
CPR1 LLC	V6412104	4410	1,945.48	00193137
CRISP IMAGING	V6408990	5880	2,424.38	00192872
CROWN LIFT TRUCKS	V6412285	5610	2,742.92	00193231
CSM CONSULTING INC.	V6409922	5810	6,900.00	00193275
CSPCA	V6409770	5210	799.00	00192976
CUEVAS, STEPHANY	V6415203	5810	1,000.00	00192757
CULVER NEWLIN	V6411589	4310	1,618.93	00193390
		4320	330.49	00193969
		4410	650.81	00193089
			2,919.93	00193390
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	24,800.00	00193493
			26,040.00	00194033
CVT RECYCLING	V6407455	5580	21.10	00194034
CYPRESS HIGH SCHOOL	V6405640	5810	13,732.00	00193309
		8699	197.17	00192977
DAD MILLER GOLF COURSE	V6401224	5880	500.00	00193827
DAKTRONICS	V6408432	4355	193.95	00193939
DALE JUNIOR HIGH ASB	V6405581	5810	705.00	00193232
DANNIS WOLIVER KELLEY	V6411357	5821	7,750.00	00193276
DAVE BURGESS CONSULTING	V6415290	4210	1,616.25	00193970
DAVID'S TREE SERVICE INC	V6414067	5610	500.00	00193882
DB SERVICE CENTER LLC	V6411405	4347	624.92	00192781
DE ANDA, BRENDA	V6414700	5220	85.15	00192908
			92.13	00193701
DEEM, MARCELLA	V6414322	5880	480.00	00192909
DEL SOL SCHOOL	V6411308	5860	3,441.00	00193045
			3,964.00	00193702
DIAZ, LAURA	V6415470	5220	6.03	00193494
DIFFIT INC	V6415429	5880	1,840.00	00193703
DIOSDADO, ALEJANDRA HERNANDEZ	V6415270	5220	21.62	00192782
			9.38	00193828
DISNEYLAND RESORT	V6411011	5880	9,324.00	00193119
DIVISION OF THE STATE ARCHITECT	V6411414	5880	597.50	00192978
		6210	7,024.40	00193829
DLR GROUP INC	V6414501	6212	15,103.12	00193310
			2,266.74	00194035
DLT SOLUTIONS LLC	V6413987	5610	496.38	00192732
DMC ENGINEERING	V6406485	6212	2,250.00	00192873
DO IT TENNIS	V6413543	4310	567.14	00193355
DOMINGUES, SCOTT	V6408405	5210	1,530.76	00193046
DRAMATISTS PLAY SERVICE INC.	V6401439	4310	545.00	00193971
		5880	520.00	00193971
DUCA, JASON	V6407065	5220	82.66	00193580
DULUX PAINTING INC	V6415086	5610	7,000.00	00193138
DUNN EDWARDS PAINTS	V6401448	4355	985.05	00192783
			16.28	00193750
			925.18	00194036
E.B. BRADLEY COMPANY	V6401456	4355	137.69	00193277
			126.88	00193391

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			141.75	00193608
EAI EDUCATION	V6401460	4310	640.44	00192874
			35.88	00193440
EARTHQUAKE MANAGEMENT	V6406185	4320	904.50	00193542
EAST WHITTIER GLASS AND MIRROR CO INC	V6413882	5610	2,385.00	00193392
EBERHARD EQUIPMENT	V6405532	4347	527.40	00193940
ECE 4 AUTISM	V6415157	5860	6,523.20	00193047
			11,131.20	00193704
ECONOMY RENTALS INC	V6401478	5610	266.39	00194037
		5620	38.00	00192875
			110.00	00192979
			514.70	00193393
			815.78	00193941
EDUPORIUM	V6414327	4410	3,221.73	00193090
EIDE BAILLY LLP	V6413546	5820	10,000.00	00192910
			10,000.00	00193311
			6,000.00	00193830
			21,500.00	00194038
EL CANTARITO RESTAURANT	V6413303	4390	1,433.08	00193705
EL PARTNER CATERING	V6414298	5880	3,375.00	00193831
ENCORE GAS AND SUPPLY	V6414377	4355	634.38	00192784
ENCORP	V6409154	5610	10,915.00	00193495
EPOWER NETWORK	V6413717	5610	2,268.00	00193048
ERVIN, JONAE	V6415442	5220	6.03	00193496
ESPIRITU, MARTHA	V6413337	4390	386.73	00193202
ESQUIVEL, KIMBERLY	V6415112	5220	53.71	00193049
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	632.60	00192785
EWING IRRIGATION PRODUCTS	V6401634	4347	225.68	00193091
			740.57	00193233
			536.05	00193497
			60.35	00193543
			418.15	00193609
			31.91	00193670
			334.98	00193883
			221.66	00194039
EXSEL INC.	V6415239	5610	225.65	00192758
F.M. THOMAS AIR CONDITIONING INC.	V6401651	5610	525.00	00193278
FARMERS AND MERCHANTS BANK	V6412156	5880	7,975.06	00193050
			7,276.68	00193981
FBLA	V6409984	5880	180.00	00193498
FEDEX	V6401675	5910	55.78	00192803
			32.70	00192911
			43.73	00193051
			42.99	00193279
			96.74	00193499
			199.15	00193671
			325.46	00193982
FENTON.OR1.LLC	V6414200	5810	2,968.75	00193280
			4,375.00	00193312
FICYCLE	V6415289	4310	1,622.77	00194040
FIRST	V6407569	5880	3,000.00	00193203
FIVE STAR RUBBER STAMP INC	V6405116	4320	68.69	00192804
			31.82	00193441
FLANAGAN, ZORAH	V6415008	5210	105.00	00193500

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
FLEET SERVICES INC	V6405625	4370	493.40	00193092
			63.96	00193442
		4375	110.03	00192980
		4376	168.52	00192805
		4385	461.78	00192805
			141.63	00193442
FLINN SCIENTIFIC INC	V6401708	4310	25.04	00193093
			11.83	00193120
			5,044.25	00193139
			110.59	00193313
			79.52	00193394
			67.84	00193983
FLOREANI, ELLISDE	V6415246	5210	199.00	00192912
FLORES, LORENZO	V6415455	5220	3.35	00193610
FLORES, ROBERT	V6411855	4390	1,903.13	00193501
FOCUS CAMERA LLC	V6414320	4410	7,003.75	00193281
			7,703.05	00193544
FOLLETT CONTENT SOLUTIONS LLC	V6401726	4210	12,127.50	00193984
FORD, TRAVIS	V6415122	5220	85.54	00193314
			86.10	00193772
FOUNDATION BUILDING MATERIALS LLC	V6414185	4355	2,039.82	00193121
			360.11	00193706
			663.32	00193985
FOUNDATION FOR KOREAN LANGUAGE AND	V6410559	4210	7,471.50	00193395
FRANCO, ESTHER	V6412289	4310	452.23	00193502
FROG ENVIRONMENTAL INC.	V6407428	5610	650.00	00193884
FUJIMOTO, DIANA	V6401342	5210	98.50	00192876
FULLER TRUCK ACCESSORIES	V6401773	4410	1,005.05	00193140
FULLERTON COLLEGE	V6401775	5880	150.00	00193545
FULLERTON FORD	V6414336	4370	81.22	00192806
			172.03	00193094
			336.94	00193986
		5610	375.00	00192806
FUN AND FUNCTION LLC	V6411593	4310	148.84	00192807
FUTURE SHREDDING INC	V6414221	5610	317.00	00192808
			382.00	00193672
GAMETRUCK	V6414222	5620	525.00	00193751
GANAHL LUMBER CO	V6401804	4355	59.04	00192809
			228.43	00192981
			184.71	00193052
			278.14	00193234
			329.62	00193396
			295.52	00193503
			139.04	00193611
			208.25	00193673
			370.60	00193707
			756.17	00193773
			150.39	00193987
GARCIA, ARMANDO	V6415469	5220	2.68	00193612
GARCIA, KARLA	V6415435	5220	5.36	00193613
GARDENA VALLEY NEWS	V6401808	4310	724.62	00192810
			843.84	00193122
			372.76	00193614
			945.11	00193988

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
GARICA, JOSE	V6415456	5220	3.35	00193615
GARZA, VERONICA	V6415460	5220	3.35	00193616
GAS COMPANY, THE	V6404372	5510	4,000.81	00192913
			63,573.90	00193053
			6,989.58	00193617
			79,471.15	00193885
		6222	27.60	00193989
GIBSON, WILLIAM	V6414649	5220	18.34	00193095
			127.97	00193618
GILBERT SOUTH ASB	V6407543	5810	690.00	00192982
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	1,361.25	00193096
			59.15	00193397
			358.87	00193774
			879.95	00193990
		9320	1,439.11	00193096
GODOY, DEYSI	V6415445	5220	3.35	00193619
GOGUARDIAN	V6415039	5880	11,250.00	00193282
GOLDEN STATE WATER COMPANY	V6408018	5530	2,869.54	00193141
			9,025.22	00193142
			3,901.89	00193143
			39.30	00193144
			8,732.44	00193145
			56.39	00193146
			9,255.43	00193147
			43.29	00193204
			6,261.01	00193991
			39.27	00193992
			56.35	00193993
			6,602.79	00193994
			553.62	00193995
			1,465.70	00193996
GOLDSTEIN , JENNIFER	V6415292	5805	3,500.00	00193148
GOMEZ, SELENA	V6415440	5220	4.69	00193620
GOMPERT, KEN	V6402566	5210	188.50	00192811
GOPHER PATROL	V6414488	5610	300.00	00192812
			300.00	00193097
			300.00	00193708
GOPHER SPORTS EQUIPMENT	V6401902	4310	1,421.25	00193886
GOV CONNECTION INC	V6406748	4410	108.33	00193098
GRAINGER	V6404982	4355	1,131.32	00192813
			107.08	00193099
			97.06	00193149
			771.10	00193398
			204.67	00193546
			1,981.29	00193621
			118.53	00193709
			4,158.17	00193775
			140.47	00193832
			1,912.65	00194041
		4375	255.37	00193443
			131.16	00194041
		4410	616.01	00192813
			1,172.51	00193832
			1,756.82	00194041

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
GRAYBAR ELECTRIC COMPANY	V6401918	4347	1,841.54	00193283
		4355	-527.68	00193283
			129.75	00193887
			94.81	00194042
GREATER ANAHEIM SELPA	V6401927	5805	228,468.40	00193622
		5810	1,500.00	00193710
		8311	272,219.97	00193711
GUERRERO, JESSICA	V6414783	5210	181.22	00192814
GUERRERO, MANUAL	V6415467	5220	4.69	00193623
GUITAR CENTER STORES INC	V6401958	4310	455.78	00193150
GUPTON, JACK	V6411080	4310	630.87	00192815
H AND H AUTO PARTS WHOLESALE	V6401967	4370	206.65	00194043
		4376	806.16	00194043
		4385	420.70	00192816
			541.00	00194043
HAAF, ERIK	V6406556	4310	898.91	00193547
HARPST, KRISTIN	V6413313	4390	317.60	00193712
HASSAN, SAHAR	V6414562	5220	5.02	00193674
HATZIS, PANAYIOTA	V6414839	5220	30.13	00193054
			115.97	00193235
HCI SYSTEMS INC	V6413251	5610	3,600.00	00193284
HEALTH SCIENCE ASSOCIATES	V6412896	5610	4,442.74	00193123
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	2,372.15	00192983
HEATHERBROOK COACHING	V6414686	5805	950.00	00193124
HEMINGWAY, ROBERT	V6410037	5210	945.32	00192914
HERK EDWARDS INC.	V6408482	4355	5,065.00	00193285
		4410	4,250.00	00193444
HERNANDEZ, ARLENE	V6415434	5220	8.71	00193624
HERNANDEZ, ROXANNA	V6413494	5210	1,538.07	00192915
HERNANDEZ, VERONICA	V6408754	5210	117.88	00192984
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	778.69	00193205
		4410	1,911.99	00193205
HO, LINH	V6412308	5210	1,180.06	00192916
HOANG, VY HUYEN	V6413272	5220	167.93	00193151
HOEKSTRA, GERALDINE	V6415436	5220	1.87	00193625
HOME DEPOT CREDIT SERVICES	V6405234	4320	50.42	00192817
			40.68	00193236
		4347	57.08	00193399
			23.62	00193548
			96.57	00193713
			106.87	00193888
			36.58	00194044
		4355	590.88	00192733
			826.85	00192817
			297.99	00192877
			90.98	00192985
			76.38	00193055
			426.45	00193100
			438.06	00193152
			412.05	00193236
			763.40	00193399
			39.87	00193445
			691.61	00193548
			299.67	00193626

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			208.05	00193675
			205.14	00193713
			883.24	00193776
			159.36	00193833
			190.50	00193888
			1,364.42	00194044
		4375	65.57	00194044
HOPSKIPDRIVE INC	V6415097	5870	23,081.23	00193714
			14,091.90	00193889
HORIZON	V6408259	4347	627.11	00194045
HOUGHTON MIFFLIN HARCOURT	V6407563	4140	1,217,199.37	00193777
HOUSTON, AMBER	V6413063	4390	753.57	00193504
HOWARD INDUSTRIES	V6402088	4355	229.14	00192818
			88.85	00192986
			227.14	00193446
			331.87	00193778
HOWIES ATHLETIC TAPE	V6413284	4320	944.55	00193286
HUBBS-SEAWORLD RESEARCH INSTITUTE	V6415236	5880	9,999.86	00193287
HUISMAN, MATTHEW	V6408438	5220	37.33	00192917
			81.07	00193505
ICS SERVICE CO.	V6406452	5610	850.00	00194046
IMAGE APPAREL FOR BUSINESS	V6402628	4320	13,304.26	00193715
		4345	134.90	00192819
			283.25	00193101
			301.22	00193400
			125.08	00193549
			1,057.43	00194047
		4388	255.89	00193153
		5610	113.83	00193288
			287.04	00194047
IML SECURITY SUPPLY	V6414527	4320	2,090.35	00193237
INDEPENDENT	V6413456	4320	310.00	00192878
			1,640.00	00192987
			1,550.00	00193206
INSIGHT PUBLIC SECTOR INC	V6413521	4310	138.17	00193056
INSPIRED RESOLUTIONS LICENSED CLINICAL SO(	V6413887	5805	4,500.00	00193207
INSTITUTE FOR EDUCATIONAL	V6402165	5210	279.00	00193716
INTEGRATED PEST CONTROL MANAGEMENT INC	V6415101	5610	3,000.00	00192820
			750.00	00194048
INTELESYSONE INC.	V6412444	4320	123.76	00192988
IRONWOOD PLUMBING INC.	V6410211	5610	3,698.00	00192879
IXL	V6410650	5880	659.00	00192989
J AND A FENCE	V6409989	5610	6,970.00	00192821
J E HALLIDAY SALES INC	V6413014	4320	1,750.24	00192918
			853.38	00193627
			3,236.81	00194049
J.W. PEPPER AND SON INC.	V6402214	4310	211.07	00192919
			34.99	00193102
			31.24	00193315
			29.50	00193506
			116.55	00193550
			69.95	00193628
			137.91	00193717
			1,111.44	00194050

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
JACKSONS A S BREA F M P	V6406346	4310	1,156.24	00193401
		4347	275.53	00192822
			1,355.71	00193238
			-926.94	00193401
			401.00	00194051
JANEC, ROSABELL	V6415450	5220	6.70	00193629
JART DIRECT MAIL SERVICE	V6402271	5810	4,396.01	00193630
JHM SUPPLY INC.	V6411647	4347	1,244.87	00192823
			146.53	00192880
			1,111.51	00192990
			327.90	00193154
			509.51	00193402
			815.54	00193447
			197.51	00193676
			59.86	00193779
			1,831.04	00193890
			239.10	00194052
JM AND J CONTRACTORS	V6410460	5610	2,190.00	00193208
			4,400.00	00193239
JOHNSTONE SUPPLY	V6402415	4355	50.02	00193718
JONES, JAYNA	V6414695	5220	41.26	00192824
JONI YURIE PRADO	V6414957	5805	1,000.00	00193997
JOTFORM INC	V6414316	5880	24,576.00	00193289
JOVEL, ALLYSON	V6415453	5220	3.35	00193631
JUNIOR LIBRARY GUILD	V6402477	4210	3,649.48	00193403
			3,039.76	00193632
		5880	4,400.83	00193125
JUSTICE TESTING	V6413455	5610	150.00	00192825
			150.00	00193780
KAHOOT! AS	V6414026	5880	120.00	00193103
KAIROS TOOLING	V6413655	4355	40.00	00194053
KAIZEN COLLISION CENTER	V6414310	4370	7,638.80	00193209
		5610	3,256.20	00193209
KATELLA HIGH SCHOOL	V6402515	5810	22,000.00	00193719
		8699	860.39	00192991
KELLY SPICERS INC	V6404405	4320	2,213.18	00192992
			2,354.08	00193633
KEMP, CHRISTINE	V6400923	5220	99.56	00192993
KENDALL SIGN INC	V6415480	5610	3,793.00	00193781
KENNEDY HIGH SCHOOL	V6402571	5810	4,868.00	00192994
		8699	251.99	00192994
KERR, KELLEY	V6402552	5210	49.64	00193126
KIM, JAE	V6415074	5210	739.06	00192920
KIM, JESSICA	V6415012	5210	672.90	00192921
KIM, SANDY	V6415441	5220	4.69	00193634
KIMBERLY CALZADA MAGANA	V6415463	5220	3.35	00193507
KLIEM, ERIN	V6415210	5220	27.13	00193635
KNEPP, AMANDA	V6413870	5220	74.37	00193782
KNORR SYSTEMS INC.	V6402610	4355	7,430.10	00194054
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	50,452.00	00193356
			4,240.00	00193508
KONA CLEANERS	V6415220	5560	383.65	00193448
KUBIAK, WENDY	V6413102	4310	256.12	00193783
KYA SERVICES	V6411393	6490	75,552.42	00192826

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			9,558.07	00193449
			6,550.62	00193834
LA CURAN, ANJEANETTE	V6414774	5220	55.08	00193316
			114.23	00193784
LABELL EXCHANGE	V6412680	5918	762.43	00192827
			773.78	00193785
LAGUNA ART MUSEUM	V6415489	5880	1,070.00	00193942
LAGUNA CLAY CO.	V6402645	4310	707.91	00193290
		4355	52.06	00193104
LAKESHORE LEARNING MATERIALS	V6402648	4310	172.31	00193404
LANGUAGE NETWORK INC	V6409301	5810	7,681.73	00193105
LARA, JOSE	V6413230	5210	1,746.20	00193057
			893.45	00193450
LAVERDE, JESSICA	V6415451	5220	6.03	00193636
LEARNING FORWARD	V6414698	5210	4,473.00	00193127
LEDESMA, ISABEL	V6415287	5220	90.39	00192922
LEMONNIER, LOUIE	V6407235	4390	1,800.00	00193155
LETICIA SOLANO ARELLANO	V6415484	5220	3.35	00193786
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	5810	380.00	00193058
		8699	174.04	00192995
LINK, TOM E.	V6410795	5220	16.11	00193317
LIZARRAGA MIRALDA, RAQUEL	V6413314	5220	16.05	00193156
			44.22	00193720
LOARA ASB	V6402803	5810	3,197.00	00192828
			8,217.00	00193835
		8699	244.03	00192996
LOGAN RIVER ACADEMY	V6409188	5860	12,929.14	00193059
			13,556.34	00193891
LOZANO SMITH LLP	V6402847	5210	125.00	00193787
LYMAN, SEAN	V6407962	5210	1,265.12	00193060
MAGNOLIA HIGH SCHOOL	V6402920	5810	3,330.00	00193106
			5,651.00	00193551
		8699	32.39	00192997
MAIN, JENNIE	V6415444	5220	6.03	00193637
MALIK, FANNY	V6415431	5220	55.67	00193318
MANRIQUE, ROBYN	V6415209	5220	53.60	00193638
MARCO LEARNING LLC	V6413852	5880	10,375.00	00194055
MARK ENTERPRISES INC	V6411936	5880	17,625.00	00192829
MARTINEZ, THANYA	V6415240	5220	16.05	00193157
			31.49	00193721
MATSUDA, MICHAEL	V6403107	5210	79.25	00192998
MAYA, AMIE	V6413289	5220	54.00	00192923
MC FADDEN DALE HARDWARE CO	V6403056	4355	713.48	00192830
			38.57	00193107
			82.21	00193240
			401.03	00193405
			69.78	00193451
			746.71	00193552
			59.96	00193639
			664.28	00193677
			319.36	00193788
			44.61	00194056
MC GRAW HILL EDUCATION INC.	V6411310	4210	42,382.80	00192999
			1,698.71	00193789

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			4,524.23	00193836
MC KESSON MEDICAL SURGICAL INC.	V6403060	9320	79.52	00193790
			566.46	00193892
MC LOGAN SUPPLY COMPANY	V6403049	4310	1,795.55	00193291
MD INSTALLATIONS INT'L INC.	V6410469	5610	1,550.00	00192831
			400.00	00193640
MEDCO SUPPLY COMPANY	V6405872	4320	20.28	00193061
			43.14	00193292
MICHAELS STORES INC & SUBS	V6414285	4310	142.18	00193893
		4320	54.38	00194057
MIKE'S CUSTOM FLOORING INC	V6415260	5610	7,364.48	00192832
			24,398.06	00193062
MILWAUKEE ELECTRIC TOOL CORP	V6403147	4355	45.38	00193108
MINGA SOLUTIONS INC	V6415284	5880	13,500.00	00193128
MIRANDA, ARMANDO	V6415447	5220	8.71	00193641
MISSION LINEN SUPPLY	V6411115	4388	415.04	00192833
			153.24	00193553
			287.20	00193642
			156.18	00193894
			156.18	00194058
MONARCH ENVIRONMENTAL	V6414599	5610	1,700.00	00193319
MONOPRICE	V6410897	4320	75.20	00192734
MONTENEGRO, ROBERT	V6403968	3701	1,861.80	00192834
MONTGOMERY HARDWARE CO.	V6405624	4355	286.24	00193063
			1,168.60	00193406
			200.71	00193837
			410.53	00194059
		4410	885.87	00193241
			2,410.39	00194059
		5610	1,839.46	00193063
MONTOY, NICOLE	V6413103	5210	732.74	00193643
MORE PREPARED LLC	V6412204	4310	12,371.59	00193000
			29,997.29	00193109
MORENO, LORENA	V6413094	4390	660.66	00193509
MORSCO INC	V6412910	4355	252.83	00192735
			623.58	00192835
			797.44	00193158
			724.23	00193510
			123.54	00193644
			805.02	00193895
MOUNTAIN VALLEY CHILD AND FAMILY	V6415055	5860	27,261.70	00193645
			27,476.10	00193896
MRS. NELSON'S BOOK COMPANY LLC	V6409076	4210	1,699.00	00193001
			2,757.43	00193678
MULTI HEALTH SYSTEMS INC	V6403217	4310	92,522.00	00193452
MUSIC AND ARTS CENTER	V6411397	4310	60.34	00193453
MUSIC THEATER INTERNATIONAL	V6414315	5880	400.00	00193838
NASCO	V6403253	4310	218.34	00192836
			432.64	00193002
NATIS HOUSE	V6415253	5880	2,900.00	00193159
			1,450.00	00193242
			5,800.00	00193320
			36,250.00	00193679
			7,250.00	00193722

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			4,350.00	00193752
			8,700.00	00193791
NAVARRO, MONICA	V6412545	5220	48.47	00193210
			56.62	00193723
NCS PEARSON INC.	V6403319	4310	777.25	00193243
NETSYNC NETWORK SOLUTIONS	V6415057	5880	813.83	00193839
NEWEGG BUSINESS INC	V6412716	4320	43.08	00194060
NEWSELA	V6411918	5880	7,400.00	00193753
NGUYEN, CHINH	V6412608	5220	34.06	00193211
NIEN, NANCY	V6414195	5210	21.00	00193212
NORTH ORANGE COUNTY REGIONAL	V6403384	7223	1,311,663.00	00193646
NORTH ORANGE COUNTY ROP	V6409740	7283	775,125.16	00192837
			775,125.16	00193213
OAK GROVE INSTITUTE	V6403402	5860	18,308.00	00193244
			20,068.00	00193754
OC HUMAN RELATIONS COUNCIL	V6403458	5805	66,875.00	00193408
OCDE	V6403452	5210	1,316.00	00193111
		7141	111,677.25	00193321
			108,333.28	00193647
OES OFFICE FURNITURE	V6414677	4310	905.10	00193112
			1,928.90	00193512
		4320	109,253.33	00193792
		4410	5,231.48	00193322
OFFICE DEPOT	V6403421	4310	108.79	00193293
			156.23	00193897
		4320	18.31	00192924
			267.54	00193113
			244.80	00193293
			54.94	00193409
			35.37	00193793
			161.44	00193841
			626.20	00193897
OLIVE CREST ACADEMY	V6410765	5860	50,923.54	00193245
			3,608.67	00193648
ON DECK SPORTS	V6412948	4310	296.30	00193794
ONE DAY SIGNS	V6405664	4355	96.98	00193649
			1,053.53	00193680
		5810	942.81	00193004
O'NEAL, BRIAN	V6406725	5210	181.57	00192838
OPTIMUM ENERGY DESIGN LLC	V6411411	5810	21,105.00	00193323
		6212	19,702.50	00193323
		6269	4,095.00	00192882
ORANGE COUNTY BEARING	V6409966	4355	128.01	00193842
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	855.00	00194062
		5610	475.12	00193650
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	23,780.00	00193129
			360.00	00193294
			320.00	00193681
			23,000.00	00193755
			6,600.00	00193795
ORANGE COUNTY ROPES COURSE	V6414630	5880	600.00	00193410
ORANGE COUNTY TRANSIT AUTHORITY	V6406414	5880	3,847.50	00193651
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	39.22	00193005
O'REILLY AUTO PARTS	V6411401	4370	26.04	00192881

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			46.98	00193003
			2,388.52	00193407
			143.68	00193511
			4,733.46	00193724
			79.72	00193840
			68.52	00194061
		4375	54.10	00192881
			124.99	00193003
		4376	319.25	00193003
			580.10	00193407
		4385	1,012.12	00192881
			78.38	00193003
			37.80	00193110
			102.34	00193407
			-642.36	00193724
			3,263.99	00194061
		4387	38.44	00192881
			38.76	00193407
			21.53	00194061
OXFORD ACADEMY	V6403485	8699	160.05	00193006
PACIFIC COAST PROPANE LLC	V6414612	4383	29,041.25	00193160
			4,132.17	00193898
			27,141.50	00193943
PAFFENROTH, DAMON	V6415446	5220	8.71	00193454
PALMER, DONALD	V6405811	5220	27.51	00193007
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	19,910.58	00193324
PARENT TEACHER HOME VISITS	V6415158	5810	8,500.00	00193756
PARK, ESTHER	V6411350	5220	77.30	00193161
			74.24	00193725
PARK, JULIA	V6414759	5220	4.19	00192925
			14.87	00193796
PARK, RUTH	V6415130	5210	588.67	00192926
PARKER AND COVERT LLP	V6403544	5821	2,090.00	00193581
PASCUAL MOLINA, YINNY	V6413764	5220	105.08	00192786
			17.62	00193554
PATHWAY COMMUNICATIONS LTD	V6410645	4410	3,638.54	00193555
PATINO, REUBEN	V6403910	5220	106.17	00192787
			91.59	00193652
PAVASARS, JOHN	V6408437	5220	201.00	00193797
PCASC	V6403602	5210	60.00	00193357
PCE SOLUTIONS	V6413319	5210	599.00	00193513
PELICAN AUTO	V6414406	5610	109.95	00192759
			1,039.80	00193998
PENNER PARTITIONS INC	V6403625	4355	1,163.70	00193582
PERALTA, BENJAMIN	V6415017	5220	112.66	00192788
			53.26	00193455
PEREZ, KENNY	V6413092	5210	101.53	00192927
PERRUZZI, ANA	V6413667	5220	32.10	00193162
			39.87	00193726
PERRUZZI, CHRISTIAN	V6415243	5220	15.72	00193008
			35.51	00193556
PEST OPTIONS INC	V6406848	5610	1,395.00	00192760
			995.00	00193246
PETERS, JOANNA	V6413382	4390	72.76	00193798

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
PIEDRA, JASMIN	V6415448	5220	3.35	00193456
PINEDA'S NURSERY INC	V6403670	4347	548.09	00193064
			97.87	00193163
			283.83	00194063
PINNACLE PETROLEUM INC.	V6412426	4381	33,157.45	00193899
PIPS	V6407384	3601	398,516.38	00193411
			351,135.00	00193583
		3602	132,838.79	00193411
			117,045.00	00193583
PITNEY BOWES	V6403677	5610	702.42	00193514
PORTILLO, MELODY	V6415439	5220	6.70	00193457
PORTVIEW PREPARATORY INC.	V6411850	5860	16,621.22	00193164
			13,698.70	00193727
POSITIVE ACTION	V6415276	4410	606.41	00192928
POSITIVE PROMOTIONS INC	V6403704	4310	2,299.60	00193557
POWERSCHOOL GROUP LLC	V6412718	5880	32,670.00	00192761
PRESENTATION FOLDER INC	V6403738	5810	465.68	00193843
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	773.21	00193165
			381.71	00193247
			187.05	00193799
PROCARE THERAPY	V6414410	5810	28,836.00	00193009
			18,468.00	00193295
			12,852.00	00193584
PROFESSIONAL GLASS	V6413762	4355	96.14	00192736
			120.32	00192929
			358.26	00193166
		4410	1,099.93	00193358
PROVO CANYON SCHOOL	V6406450	5860	10,944.00	00193248
			40,365.00	00193653
			15,729.00	00193757
PULIDO, SHAYLYNN	V6411163	5210	590.02	00193728
QBS MIDCO LLC	V6415040	5810	80.00	00193325
QUADIENT INC	V6415046	5610	133.61	00192737
			72.20	00193844
QUALITY ENVIRONMENTAL INC	V6412341	5610	7,750.00	00193214
			3,150.00	00193758
QUILL CORP.	V6403807	4320	35.45	00193326
QUIZIZZ INC	V6415294	5880	2,916.00	00193972
RABBIT LASER USA LLC	V6412226	4310	895.00	00193296
		4410	2,689.00	00193296
		6490	6,145.00	00193296
RACHEL'S CHALLENGE	V6409323	5880	4,800.00	00193800
RAMIREZ, JOSE ANTONIO	V6415458	5220	6.70	00193458
RAMIREZ, MARIA T.	V6412066	5220	87.10	00193729
RAMIREZ, OSCAR	V6406377	5210	1,034.87	00193999
RANCHO JANITORIAL SUPPLIES	V6410510	4410	3,878.99	00193359
RANDLE-TREJO, ANNEMARIE	V6411236	5210	116.32	00192930
REALL, JULIEANNE	V6408222	5220	142.33	00193249
REEL LUMBER SERVICE	V6403871	4355	59.60	00192931
			253.19	00193010
REFRIGERATION SUPPLIES DIST.	V6403873	4355	297.91	00192789
			2,110.83	00192932
			2,868.94	00193167
			441.75	00193250

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			646.25	00193412
			1,860.75	00193459
			720.92	00193654
			753.13	00193759
			1,941.42	00193845
			147.92	00193900
REGENTS UCLA	V6415483	5210	20,016.00	00193944
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6,674.79	00192839
			6,674.79	00193801
REVEILLE INC	V6414874	5880	7,422.50	00193215
			8,075.00	00193901
REVOLVING CASH FUND	V6405190	4310	415.82	00193067
		4355	45.38	00193065
		4366	19.00	00193065
		4367	6.00	00193065
		5880	102.33	00193065
			891.70	00193066
		5910	1,087.62	00193065
		8672	22,875.00	00193065
		8699	278.00	00193065
			565.40	00193067
REYES, RAUL	V6415465	5220	6.70	00193460
REYNAGA, STEPHANIE	V6415471	5220	10.05	00193461
RIV OR COUNTIES PUMP COMPANY INC.	V6409881	4347	40.00	00193413
		4410	1,973.72	00192933
			1,420.58	00193413
		5610	5,358.78	00192933
			135.00	00193413
RIVERSIDE INSIGHTS	V6413468	4310	612.78	00193216
			2,274.16	00193327
ROBOTICS EDUCATION & COMPETITION FOUNDA	V6415218	4355	550.00	00193462
ROCKWELL PRINTING INC.	V6413495	4210	8,743.68	00193217
RODIRGUEZ, ROBERT	V6415437	5220	4.02	00193463
RODRIGUEZ VALLS, DR. FERNANDO	V6412404	5805	3,750.00	00192790
RODRIGUEZ, ANDREA	V6414660	5220	26.79	00193251
			25.73	00193802
RODRIGUEZ, MARITZA	V6415007	5220	107.29	00192934
			121.94	00193585
ROSIE'S PARTY TREATS	V6415324	4390	3,585.00	00193168
ROSSIER PARK ELEMENTARY SCHOOL	V6404020	5860	19,835.14	00193068
			4,269.62	00193414
			5,249.52	00193920
			43,633.56	00194000
ROSSIER PARK JR SR HIGH SCHOOL	V6411451	5860	37,976.58	00193069
			9,516.55	00193415
			9,987.34	00193921
RUHNAU CLARKE ARCHITECTS	V6412249	5810	2,984.85	00192883
			30.15	00193846
RUIZ, LEONARD	V6415466	5220	3.35	00193464
RUMPLESTILTSKIN PRESS DBA DRAMA NOTEBOC	V6414165	5880	849.57	00193465
RUSSELL, JEFFREY	V6407882	5220	144.10	00193011
			159.13	00193730
RWC INTERNATIONAL LTD	V6414635	4375	-277.09	00193169
		4376	653.16	00193169

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			4,381.03	00193328
			185.99	00193586
			537.92	00194064
		4385	587.26	00192935
			260.00	00193012
			2,099.76	00193297
			2,695.81	00193586
			219.81	00194064
RYDIN	V6404048	4320	524.57	00193682
RYONET CORP.	V6410397	4310	474.54	00193515
		4410	2,000.14	00193515
S AND S WORLDWIDE DISCOUNT SPORTS	V6404052	4310	312.42	00193847
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	447.00	00192840
			445.48	00193360
			351.00	00193902
SALAZAR, DANIELA	V6415487	5220	8.71	00193848
SALDANA-LOPEZ, AZALIE	V6415462	5220	5.36	00193466
SANTA BARBARA GREENHOUSES	V6415263	4410	39,016.28	00192841
SANTIAGO, RAFAEL	V6409310	4390	1,044.80	00193803
SASAI, JENNIFER	V6408836	4390	998.87	00193804
SAVANNA HIGH SCHOOL	V6404130	8699	130.13	00193013
SCHOLASTIC INC.	V6404150	4210	289.71	00193298
			439.56	00193329
		4310	2,897.10	00193298
		5880	263.56	00193516
SCHOOL NEWS ROLL CALL LLC	V6413760	5880	1,646.00	00193760
SCHOOL SPECIALTY INC	V6404173	4310	72.18	00192791
			162.01	00193945
		9320	152.63	00193361
			171.32	00193922
SCHORR METALS INC	V6404179	4355	5,274.38	00192738
			1,346.43	00193416
			1,401.30	00193558
			59.81	00193805
			119.63	00193849
SCORE SPORTS	V6411664	4310	486.18	00192739
SCOTT EQUIPMENT INC	V6414353	4347	46.45	00192842
			839.25	00193170
		4410	1,775.48	00193170
		5610	1,478.15	00193170
SCSBOA	V6406007	5210	200.00	00192843
		5880	200.00	00193218
SEHI COMPUTER PRODUCTS INC	V6404221	4310	700.38	00192792
			4,804.80	00193417
			4,799.74	00193587
			241.36	00193946
		4320	32.94	00193417
			2,616.79	00194065
		4410	5,127.35	00192792
			6,160.06	00192936
			1,219.27	00193219
			2,539.41	00193559
			4,209.49	00193655
SELLS, KIRSTIE	V6415141	5210	1,488.03	00193683

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SEMA LLC	V6414512	4310	5,175.38	00192762
			5,067.22	00193588
		4320	3,648.00	00192762
			6,958.05	00193588
SHARP, ELYSE	V6408732	5210	753.23	00193171
SHERMAN, MICAH	V6414207	5220	78.60	00193330
SHERWIN WILLIAMS CO., THE	V6410919	4355	39.78	00192740
			30.13	00193731
			48.72	00193806
SHI INTERNATIONAL CORP	V6411373	5880	2,637.00	00193070
SHIN, YE EUN	V6415302	5210	578.63	00192937
SHOW OFF DESIGNS INC.	V6405794	4310	1,512.27	00193517
SIDHU, SEEMA	V6414595	4390	2,400.00	00193560
SIGLER INC., RUSSELL	V6410420	4355	156.99	00192741
			464.61	00193172
			247.94	00193252
			768.79	00193732
SIGN MART PLASTICS PLUS	V6412529	4320	278.99	00193656
			152.92	00193850
		5810	408.05	00193014
			304.93	00193850
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	21.55	00193561
			1,475.49	00193657
			1,129.26	00193733
			6.61	00193903
SLIM, NABIL	V6403237	4390	445.52	00192938
SMARTSIGN	V6411431	4347	192.66	00193947
SMITH, MALINDA	V6415320	5220	91.04	00193173
SOBEL GROUP INC., THE	V6412820	5880	6,250.00	00193973
SOBERANIS, CECILIA	V6408475	5220	94.20	00193974
SOCALGRAD	V6411708	4310	16.16	00193418
		4320	368.88	00192939
			4,725.56	00193220
			29.63	00193418
			3,057.80	00193734
			5,089.03	00193975
SOCCER GARAGE INC	V6412089	4310	764.92	00193467
SOHNG, EUNYOUNG	V6415336	5805	650.00	00193948
SOLIS GROUP, THE	V6412965	5810	2,753.00	00193851
		6274	2,753.00	00192884
SOSA, KANDYCE	V6413144	5220	69.10	00193015
SOTELO, MARIA	V6415452	5220	3.35	00193468
			3.35	00193684
SOUND IMAGE	V6413225	5610	540.00	00192940
SOUTH COAST REPERTORY	V6404360	5880	597.00	00193362
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	108,844.94	00192941
			94,842.94	00193685
SOUTHERN COUNTIES LUBRICANTS LLC	V6414034	4375	1,455.88	00194001
		4384	549.47	00192942
SOUTHLAND MICROSCOPE SERVICES INC	V6414492	5610	2,415.00	00193589
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	140.93	00192793
			71.63	00193221
			4,526.06	00193419
			308.60	00193949

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			417.64	00193976
		4320	277.40	00192793
			247.70	00193016
			162.82	00193221
			215.56	00193299
			702.95	00193562
			15.69	00193590
			217.62	00193761
			1,147.54	00193949
			189.14	00194002
			807.58	00194066
		9320	669.35	00192943
			390.06	00193016
			197.76	00193221
			745.29	00193590
			52.75	00193686
			13,336.34	00193949
			108.55	00193976
SPECTRUM SECURITY GROUP	V6414509	4410	512.56	00193174
		5610	225.00	00193174
SPEECH AND LANGUAGE	V6404400	5860	130,210.22	00192742
			51,610.91	00192794
			48,882.49	00193363
SPORTS FACILITIES GROUP INC	V6410318	4355	99.35	00193420
			421.44	00193735
			164.77	00193904
SPORTS IMPORTS	V6406211	4410	4,560.81	00193762
STANBURY UNIFORMS	V6406508	4310	91,883.81	00193763
STAPLES ADVANTAGE	V6410116	4310	755.08	00192944
			1,072.19	00193331
			53.86	00193421
			86.19	00193563
			179.39	00193764
		4320	1,350.93	00192795
			369.35	00192944
			270.12	00193563
			245.75	00193923
			1,300.71	00194003
STATE OF CALIFORNIA	V6404447	5610	125.00	00193300
			225.00	00193364
			575.00	00193905
STECHER, ANGELA	V6412631	5220	160.88	00194067
STEELE, GERARD	V6415301	5210	343.82	00192763
STENBERG, SAMANTHA	V6414933	5220	32.74	00192945
STEVENSON, ANNA	V6408980	4310	64.27	00193017
STORM WATER INSPECTION	V6412799	5610	8,175.00	00192796
STRING ART PEOPLE, THE	V6415296	4310	225.00	00193365
SUNBELT RENTALS INC.	V6405959	5620	3,777.63	00193222
			3,777.63	00193366
			3,777.63	00193906
SUPERIOR TEXT	V6412726	4210	564.88	00193018
			621.43	00193071
			13,951.06	00193736
SUPPLYMASTER	V6404538	4320	1,170.17	00193253

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SWEETWATER	V6409201	4310	471.95	00193301
SWRCB	V6407133	5880	1,673.00	00193367
T MOBILE	V6410424	4320	29.40	00192743
			29.40	00193423
		5918	1,234.80	00192743
			14,526.70	00192744
			14,526.70	00193422
			1,234.80	00193423
T3L USA	V6407447	4320	93.87	00193175
TAO ROSSINI A PROFESSIONAL	V6414113	5821	780.00	00192885
			877.50	00193019
			2,820.00	00193176
TAYLOR, KENDRA	V6415321	5210	162.88	00193177
TEAMCIVX LLC	V6415121	5810	6,500.00	00193178
			8,571.68	00193687
TENORIO, ERIC	V6414842	4320	142.32	00193852
TERKI HASSAINE, FRANCES	V6413511	4310	1,906.71	00193807
TFD UNLIMITED LLC	V6413781	4310	533.37	00193518
THE UPWARD BOUND SCHOOL INC.	V6415298	5860	2,586.00	00192797
			3,830.00	00193179
			3,208.00	00193254
			4,812.00	00193424
			11,490.00	00193737
			7,398.00	00193765
THE WESTIN ANAHEIM RESORT	V6415088	5880	25,217.09	00193180
THINK B!G LEARN SMART	V6415022	8699	1,450.00	00193020
THOMPSON BUILDING MATERIALS	V6404717	4347	320.88	00193907
THOMSON REUTERS WEST	V6407958	5880	161.00	00192798
			161.00	00193766
TIME AND ALARM SYSTEM	V6404729	4355	237.15	00192946
TIME WARNER CABLE	V6411698	5930	2,124.79	00192844
			7,402.14	00193072
			2,124.79	00193808
			3,652.94	00193908
TRANE COMPANY, THE	V6407007	4410	722.53	00193909
		5810	1,330.28	00193181
		5880	4,280.01	00192764
TRANSFORMATIONAL LEADERSHIP	V6414955	5210	5,435.10	00193368
TRILLIUM USA COMPANY LLC	V6414462	4383	4,960.27	00192799
			2,191.72	00192947
			2,405.92	00193302
			1,808.70	00193369
			2,024.72	00193591
			2,848.90	00193924
			2,181.17	00193950
TRUCK PRO PTO SALES CORPORATION	V6403784	4375	3,305.34	00193370
		4376	752.69	00192948
		4385	1,023.30	00192948
			442.10	00193592
		4387	2,517.23	00194004
TUPARAN, LUIS	V6410822	5220	309.43	00193021
			37.72	00193809
TURF STAR INC	V6404805	4347	167.69	00192745
			2,148.68	00193425

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
		6490	35,048.60	00193519
TWINING CONSULTING	V6412575	6290	175.00	00194068
U S BANK	V6406908	5880	500.00	00192949
U S BANK	V6406511	4310	7,460.09	00192950
			3,066.77	00193767
		4320	828.87	00192950
			1,128.51	00193767
		4347	494.03	00192950
			270.97	00193767
		4355	211.43	00192950
		4390	1,247.86	00192950
			957.16	00193767
		4700	194.44	00192950
			46.18	00193767
		5210	10,345.01	00192950
			19,671.69	00193767
		5805	762.00	00192950
		5880	4,290.81	00192950
			1,600.00	00193593
			266.22	00193767
U S POSTAL SERVICE	V6404814	5910	2,719.05	00193564
UB TECHNOLOGY INNOVATIONS INC	V6415472	5810	3,750.00	00193810
ULINE	V6406546	4320	490.12	00193853
			420.21	00194005
		5610	1,896.82	00193768
UNI POINT LLC	V6406402	5610	250.00	00193255
UNION AUTO SERVICE CENTER	V6404840	4370	2,935.29	00193371
		5610	1,050.00	00193371
UNITED REFRIGERATION INC.	V6404853	4355	93.70	00193910
UNITED RENTALS	V6404854	5620	1,474.02	00192845
			1,474.02	00193223
URQUIDEZ, JODI	V6402362	4390	486.11	00193520
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	179.61	00193022
			225.20	00193951
VALLEY VISTA SERVICES INC	V6411966	5580	6,149.62	00192765
			5,112.29	00193738
VAN WYE, SILVIA	V6412078	5220	43.03	00193023
			20.90	00193565
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	45.23	00193739
VERNIER SOFTWARE & TECH.	V6404919	4310	511.65	00193426
VERTICAL TRANSPORT INC	V6413440	5610	3,533.00	00192746
			785.00	00193073
			360.00	00193182
			1,630.00	00193566
			1,255.75	00193740
			2,825.38	00194069
VEX ROBOTICS INC	V6410612	4410	2,159.91	00193567
VILDOSOLA, PATRICIA	V6413267	5220	101.53	00192800
			104.05	00193741
VISION COMMUNICATIONS CO.	V6404955	4310	2,385.59	00193427
		4320	795.20	00193427
		5610	392.23	00194070
VISTA HIGHER LEARNING	V6411394	4210	10,590.50	00193952
VISTA PAINT CORPORATION	V6404961	4355	129.01	00192747

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			473.10	00193256
			1,068.40	00193594
			256.52	00193769
VITAL LINK	V6404963	5805	31,900.00	00192846
VO, TIFFANY	V6415454	5220	3.35	00193469
VOYAGER SOPRIS LEARNING INC.	V6414160	4210	2,031.19	00193470
VU, TERRI	V6414728	5210	465.46	00192951
W STRATEGIES LLC	V6414038	5805	5,000.00	00192748
			5,000.00	00193521
WALKER JR HIGH SCHOOL	V6404990	5810	760.00	00193428
		8699	139.93	00193024
WALSH, LEONE	V6409693	5210	41.53	00193025
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	241.25	00192952
			187.36	00193026
			657.63	00193183
			1,116.64	00193429
			3,518.20	00193568
			167.75	00193742
			486.38	00193811
			515.99	00193911
WASHINGTON MUSIC CENTER	V6413436	4310	228.97	00193977
		4410	1,884.55	00193977
WATERLINE TECHNOLOGIES INC.	V6403700	4355	5,007.44	00192749
			2,593.79	00192953
			754.21	00193332
			1,645.40	00193430
			847.78	00193471
			1,711.72	00193569
			4,634.04	00193912
			4,617.45	00194006
WEATHERPROOFING TECHNOLOGIES INC	V6413385	5610	1,690.00	00192954
WEISSMAN'S DESIGNS FOR DANCE	V6405016	4310	799.00	00193688
WESTCOR ENVIRONMENTAL INC	V6412893	5610	11,062.00	00192955
WESTERN DRAIN SUPPLY	V6415126	4355	214.63	00192956
		4410	4,762.55	00192956
WESTERN HIGH SCHOOL ASB	V6405044	8699	499.15	00193027
WESTERN PROPANE SERVICES INC	V6414407	4383	58.49	00193184
			96.31	00194007
WESTRUX INTERNATIONAL INC	V6405053	4375	113.63	00194008
		4385	1,571.35	00193028
WHITE CAP	V6408170	4355	193.07	00194071
WILLIAMS, MATTHEW	V6415449	5220	6.70	00193472
WINZER	V6412060	4375	916.54	00192847
			618.11	00193185
			830.02	00194009
WONDER WRAP	V6415433	5610	5,193.75	00193913
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	914.70	00193257
YARIJANIAN AND ASSOCIATES	V6413731	5821	6,950.00	00192957
YOUTH CARE OF UTAH INC	V6414051	5860	20,050.00	00192801
			20,200.00	00193770
YOUTH ENGAGE LLC	V6414505	5805	10,000.00	00193186
			10,000.00	00193522
YUN, LYDIA	V6415322	5210	162.88	00193187
ZAGAL, DANIEL	V6415464	5220	10.05	00193473

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
ZAJEC, EYDIE	V6401646	4390	3,529.53	00193523
ZENDESK INC	V6413040	5880	867.77	00192766
ZISKO, AMBER	V6406552	5220	33.47	00193333
ZONES	V6405158	4320	647.95	00192750
GENERAL FUND (0101)			**15,875,394.13**	
CHAMBERS GROUP INC	V6414534	6215	2,271.50	00193524
DEFERRED MAINTENANCE (1414)			**2,271.50**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	17,807.00	00193914
BYROM-DAVEY INC	V6414694	6270	795,288.13	00192751
			1,268,933.52	00193334
			750,718.40	00194072
COMPLETE ACCESS SOLUTIONS	V6415052	6274	15,978.29	00193335
CONSTRUCT 1 ONE CORP	V6415278	6270	518,861.80	00193372
			273,971.68	00193854
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	151,920.00	00193525
			168,685.00	00194073
DMC ENGINEERING	V6406485	6212	5,234.35	00192886
ENCORP	V6409154	6250	1,316.00	00193526
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	1,534,735.04	00193029
GHATAODE BANNON ARCHITECTS	V6408656	6212	57,826.01	00193953
HAULAWAY STORAGE CONTAINERS INC.	V6410468	6274	588.00	00193855
JOHNSON FAVARO	V6412904	6212	26,444.05	00192887
			20,183.30	00193856
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	44,036.80	00193373
			78,781.48	00193527
			43,147.60	00194074
NEFF CONSTRUCTION INC	V6415256	6270	1,679,522.95	00192752
			1,152,536.88	00193374
			520,549.64	00194075
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	99,397.62	00192888
PJHM ARCHITECTS INC	V6414522	6212	89,671.16	00193030
			3,180.39	00194076
RUHNAU CLARKE ARCHITECTS	V6412249	6212	40,047.25	00192889
			54,083.25	00194077
SUN PAC STORAGE CONTAINERS INC	V6414092	6274	75.00	00192890
SWRCB	V6407133	6222	1,564.00	00193857
TWINING CONSULTING	V6412575	6290	22,617.00	00193858
			189,378.45	00194078
VITAL INSPECTION SERVICES INC	V6412251	6291	29,200.00	00193336
			34,020.00	00193954
WESTGROUP DESIGNS	V6409776	6212	5,103.00	00193337
			2,551.50	00193955
GOB ELECTION 2014 SERIES 2019 FUND (2127)			**9,697,954.54**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	1,854.00	00193915
BLUUM USA INC.	V6404796	4410	3,891.00	00193595
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	2,805.00	00193528
			2,805.00	00194079
DIVISION OF THE STATE ARCHITECT	V6411414	6210	6,217.20	00193031

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
DLR GROUP INC	V6414501	6212	4,010.00	00193375
			2,755.00	00193956
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	2,200.00	00193376
			4,600.00	00194080
MOBILE MODULAR CONSTRUCTION INC	V6412862	6221	54,292.73	00193859
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	5821	198.38	00193338
TIME AND ALARM SYSTEM	V6404729	6274	12,678.00	00193860
WESTGROUP DESIGNS	V6409776	6212	1,636.80	00193339
			1,411.00	00193957
CAPITAL FACILITIES FUND (2525)			**101,354.11**	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	1,854.00	00193916
CRISP IMAGING	V6408990	6241	254.18	00192891
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	963.72	00193529
			1,284.96	00194081
TWINING CONSULTING	V6412575	6251	3,542.50	00193861
U S BANK	V6406511	7619	522,819.13	00192848
VITAL INSPECTION SERVICES INC	V6412251	6291	10,368.00	00193340
			15,855.00	00193958
CAPITAL FACILITIES RDA FUND (2545)			**556,941.49**	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	10,065.00	00193530
			11,715.00	00194082
ENCORP	V6409154	6250	2,970.00	00193531
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	6215	390.00	00193341
TWINING CONSULTING	V6412575	6251	210.00	00193862
VITAL INSPECTION SERVICES INC	V6412251	6291	1,600.00	00193342
			5,040.00	00193959
SPECIAL RESERVE (4040)			**31,990.00**	
AUHSD	V6400400	5890	55,943.96	00194010
WORKERS COMPENSATION FUND (6768)			**55,943.96**	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	11,593.54	00193474
AUHSD	V6400400	5891	505,057.34	00192767
			1,402,538.18	00192958
			6,404.83	00193074
			775,420.52	00193377
			2,001,414.14	00193596
			619,898.98	00193863
			867,506.15	00193960
		5895	184,936.60	00193377
			502,513.93	00193596
			273,029.89	00193863
			263,478.23	00193960
		9135	1,200,000.00	00193188
			2,190,303.75	00193258
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	223,427.00	00192892
			223,427.00	00193689
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16,799.53	00192893

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			17,114.74	00193978
EXPRESS SCRIPTS INC.	V6410974	5895	435,812.01	00192768
			37,153.55	00193130
			22,922.87	00193475
			16,689.94	00193771
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11,250.00	00193032
			11,250.00	00193224
			11,250.00	00193864
LINCOLN LIFE ASSURANCE COMPANY OF BOSTO	V6413790	5462	19,670.79	00193570
LUMINARE HEALTH BENEFITS INC	V6415407	5812	922,999.45	00193259
RETIREE FIRST LLC.	V6413748	5466	190,239.93	00193260
			190,801.08	00193979
REVOLVING CASH FUND	V6405190	5499	412.02	00193075
VISION SERVICE PLAN	V6404956	5464	54,758.96	00193431
HEALTH AND WELFARE INSURANCE FUND (6769)			**13,210,074.95**	
GREATER ANAHEIM SELPA	V6401927	7500	5,412.00	00193658
			88,648.00	00193659
			1,000.00	00193865
WARRANT PASS THRU FUND (7676)			**95,060.00**	
GRAND TOTAL ALL FUNDS			**39,626,984.68**	

EXHIBIT OO

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Jan-24

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	425,687.20	373,580.37	1,000.00	57,063.03	431,643.40
Western	435,899.45	293,097.81	1,275.00	131,479.96	425,852.77
Magnolia	156,488.72	165,696.56	700.00	-	166,396.56
Savanna	146,061.34	120,223.88	500.00	221.39	120,945.27
Loara	281,902.16	250,150.70	800.00	38,087.12	289,037.82
Katella	445,745.19	430,630.39	2,100.00	-	432,730.39
Kennedy	423,511.88	449,652.53	1,300.00		450,952.53
Cypress	986,973.65	907,179.50	1,700.00		908,879.50
Brookhurst	22,982.59	23,218.29	180.00		23,398.29
Orangeview	21,129.47	16,283.80			16,283.80
Walker	66,853.45	67,648.39			67,648.39
Dale	58,219.97	58,569.30	200.00		58,769.30
Sycamore	18,984.68	24,875.43			24,875.43
Ball	15,981.76	17,029.73			17,029.73
South	75,830.33	72,333.19			72,333.19
Oxford	684,678.40	657,545.59	260.00		657,805.59
Lexington	86,922.22	87,973.69			87,973.69
Hope	70,310.87	68,660.62			68,660.62
Gilbert	40,335.27	41,085.27			41,085.27
Cambridge	7,263.01	7,076.96			7,076.96
Total	4,471,761.61	4,132,512.00	10,015.00	226,851.50	4,369,378.50

Anaheim Union High School District

Cafeteria Fund

Financial Statements

December 2023

Balance Sheet

Anaheim Union High School District

12/31/2023

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$14,351,967.68
9122	Change Fund	$5,650.00
Total CASH		$14,357,617.68
RECEIVABLE		
9210	A/R - Current	$922,227.54
9280	A/R - State	$1,813,066.59
9290	A/R - Federal	$3,198,901.38
Total RECEIVABLE		$5,934,195.51
INVENTORIES		
9321	Food	$356,324.06
9323	Supplies	$212,392.27
Total INVENTORIES		$568,716.33
Total Asset		**$20,860,529.52**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$2,628,411.68
9580	Sales Tax Liability	$1,096.03
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$159,477.38
Total LIABILITIES		$2,788,985.09
Total Liability		**$2,788,985.09**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$10,908,297.05
Total FUND BALANCE		$13,707,629.95
Total Fund Balance		**$13,707,629.95**
Current Year Profit (Loss)		**$4,363,914.43**
Total Liabilities and Fund Balance		**$20,860,529.47**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

	Period 6 Ending in 12/31/2023				Period 6 Ending in 12/31/2022			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	$40,461.93	1.72%	$245,937.12	1.44%	$39,559.09	1.64%	$291,207.83	2.05%
A La Carte Sales								
8636	$25.07	0.00%	$408.52	0.00%	$29.24	0.00%	$159.20	0.00%
Adult Rev. - Breakfast								
8637	$588.98	0.03%	$4,012.35	0.02%	$625.01	0.03%	$3,818.11	0.03%
Adult Rev. - Lunch								
Local Revenue	**$41,075.98**	**1.75%**	**$250,357.99**	**1.47%**	**$40,213.34**	**1.66%**	**$295,185.14**	**2.08%**
Federal Reimbursements								
8200	$289,996.93	12.35%	$1,759,933.98	10.32%	$269,625.21	11.15%	$1,556,101.93	10.95%
Federal Meal Revenue-Breakfast								
8220	$1,160,870.00	49.46%	$7,317,805.90	42.93%	$1,257,862.87	52.02%	$7,378,357.58	51.90%
Federal Meal Revenue-Lunch								
8290	$19,943.82	0.85%	$1,468,950.67	8.62%	$67,104.72	2.78%	$411,820.20	2.90%
Misc Federal Revenue-Snack								
Federal Reimbursements	**$1,470,810.75**	**62.66%**	**$10,546,690.55**	**61.87%**	**$1,594,592.80**	**65.95%**	**$9,346,279.71**	**65.75%**
State Reimbursements								
8500	$202,364.40	8.62%	$1,228,094.70	7.20%	$175,290.56	7.25%	$1,005,975.55	7.08%
State Meal Revenue-Breakfast								
8520	$630,615.31	26.87%	$4,960,328.92	29.10%	$605,594.26	25.05%	$3,533,607.43	24.86%
State Meal Revenue-Lunch								
State Reimbursements	**$832,979.71**	**35.49%**	**$6,188,423.62**	**36.30%**	**$780,884.82**	**32.30%**	**$4,539,582.98**	**31.93%**
Other Revenue								
8638	($105.44)	0.00%	($498.75)	0.00%	($520.64)	-0.02%	($918.98)	-0.01%
Cash Over & Short								
8699	$2,487.29	0.11%	$60,874.31	0.36%	$2,676.50	0.11%	$35,446.51	0.25%
Spec Activity/Cater								
Other Revenue	**$2,381.85**	**0.10%**	**$60,375.56**	**0.35%**	**$2,155.86**	**0.09%**	**$34,527.53**	**0.24%**
Total Revenue	**$2,347,248.29**	**100.00%**	**$17,045,847.72**	**100.00%**	**$2,417,846.82**	**100.00%**	**$14,215,575.36**	**100.00%**
Expense								
Food Purchases & Govnmt								
4700	$810,841.43	34.54%	$4,779,594.46	28.04%	$742,582.13	30.71%	$4,168,371.66	29.32%
Food Purchases								
Food Purchases & Govnmt	**$810,841.43**	**34.54%**	**$4,779,594.46**	**28.04%**	**$742,582.13**	**30.71%**	**$4,168,371.66**	**29.32%**
Supplies								
4300	($29,186.69)	-1.24%	$134,205.31	0.79%	$15,620.91	0.65%	$184,544.05	1.30%
Materials & Supplies								
4400	($35,182.70)	-1.50%	$26,710.66	0.16%	$3,284.26	0.14%	$92,634.02	0.65%
Noncapitalized Equipment-Over $500								
4790	$49,818.32	2.12%	$489,071.14	2.87%	$61,320.64	2.54%	$438,924.02	3.09%
Supplies (Food)								
Supplies	**($14,551.07)**	**-0.62%**	**$649,987.11**	**3.81%**	**$80,225.81**	**3.32%**	**$716,102.09**	**5.04%**
Salaries								
2200	$847,513.48	36.11%	$4,018,331.42	23.57%	$746,875.28	30.89%	$3,841,309.13	27.02%
Classified Salaries								
2300	$40,496.17	1.73%	$241,280.02	1.42%	$37,093.25	1.53%	$222,004.44	1.56%
Class.Sup/Admin Salaries								
2400	$42,815.83	1.82%	$244,585.54	1.43%	$39,634.68	1.64%	$227,346.60	1.60%
Clerical/Office Salaries								
Salaries	**$930,825.48**	**39.66%**	**$4,504,196.98**	**26.42%**	**$823,603.21**	**34.06%**	**$4,290,660.17**	**30.18%**

Statement of Revenue and Expense

Anaheim Union High School District

	Period 6 Ending in 12/31/2023				Period 6 Ending in 12/31/2022			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Benefits								
3202	$196,968.87	8.39%	$962,907.30	5.65%	$167,234.37	6.92%	$856,202.94	6.02%
PERS, Classified Position								
3302	$69,939.12	2.98%	$338,240.66	1.98%	$63,177.09	2.61%	$324,554.78	2.28%
OASD/MED/Classified Position								
3402	$197,133.23	8.40%	$1,178,604.84	6.91%	$189,032.10	7.82%	$1,112,875.90	7.83%
Hlth/Welfare, Classified								
3502	$463.81	0.02%	$2,230.79	0.01%	$4,178.14	0.17%	$21,502.24	0.15%
SUI, Classified Position								
3602	$22,953.93	0.98%	$111,192.53	0.65%	$21,386.35	0.88%	$109,887.83	0.77%
Workers Comp, Classified								
Benefits	**$487,458.96**	**20.77%**	**$2,593,176.12**	**15.21%**	**$445,008.05**	**18.41%**	**$2,425,023.69**	**17.06%**
Other Expenses								
5200	($411.47)	-0.02%	$12,644.74	0.07%	$925.52	0.04%	$8,669.16	0.06%
Travel & Conference								
5500	($16,115.00)	-0.69%	$73,206.22	0.43%	$11,910.00	0.49%	$104,783.12	0.74%
Operation & Housekeeping								
5600	($24,683.35)	-1.05%	$4,016.36	0.02%	$10,988.14	0.45%	$51,297.05	0.36%
Rental/Lease/Repair								
5800	($23,587.69)	-1.00%	$8,546.38	0.05%	$106.67	0.00%	$28,994.74	0.20%
Prof. Consult Service/Other Operating Exp								
5900	$23.29	0.00%	$145.13	0.00%	$40.59	0.00%	$40.59	0.00%
Fax, Pager, Postage								
7350	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$10,048.83	0.07%
Dir/Ind Supp. Intf								
Other Expenses	**($64,774.22)**	**-2.76%**	**$98,558.83**	**0.58%**	**$23,970.92**	**0.99%**	**$203,833.49**	**1.43%**
Capital Outlay								
6500	($438,161.51)	-18.67%	$56,414.79	0.33%	$35,204.08	1.46%	$35,204.08	0.25%
Equipment- Over $5000								
Capital Outlay	**($438,161.51)**	**-18.67%**	**$56,414.79**	**0.33%**	**$35,204.08**	**1.46%**	**$35,204.08**	**0.25%**
Total Expense	**$1,711,639.07**	**72.92%**	**$12,681,928.29**	**74.40%**	**$2,150,594.20**	**88.95%**	**$11,839,195.18**	**83.28%**
Net Profit (Loss)	**$635,609.22**	**27.08%**	**$4,363,919.43**	**25.60%**	**$267,252.62**	**11.05%**	**$2,376,380.18**	**16.72%**

Show all data

NONDISCRIMINATION/HARASSMENT 8900-R (AR 5145.3)

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in BP 91200 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

~~Assistant Superintendent, Human Resources~~
~~501 N. Crescent Way, Anaheim, CA 92801~~
~~(714) 999-1512~~

Uniform Complaint Procedure Compliance Officer (Students)
501 N. Crescent Way, Anaheim, CA 92801
(714)999-5621
stout_l@auhsd.us

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent

location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)

    a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

    b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

    c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

        i. An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

        ii. An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site

        iii. A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

    d. A link to the Title IX information included on the California Department of Education's (CDE) web site

5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site

in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)

6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.

7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

   If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students.

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 8900 (5145.3) - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint. Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint. Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with BP 91200 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination. Any report or complaint alleging unlawful discrimination by

the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

Issues Unique to Intersex, Nonbinary, Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Intersex student means a student with natural bodily variations in anatomy, hormones, chromosomes, and other traits that differ from expectations generally associated with female and male bodies.

Nonbinary student means a student whose gender identity falls outside of the traditional conception of strictly either female or male, regardless of whether or not the student identifies as transgender, was born with intersex traits, uses gender-neutral pronouns, or uses agender, genderqueer, pangender, gender nonconforming, gender variant, or such other more specific term to describe their gender.

Transgender student means a student whose gender identity is different from the gender assigned at birth. The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity

2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's

gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's gender identity to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (BP 91200) or Title IX sexual harassment procedures (BP 8708), as applicable, shall be used to report and resolve complaints alleging discrimination against intersex, nonbinary, transgender, and gender-nonconforming students. Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's gender identity, discriminatory enforcement of a dress code, and other instances of gender-based harassment. To ensure that intersex, nonbinary, transgender, and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's intersex, nonbinary, transgender, or gender-nonconforming status is the student's private information. The district shall develop strategies to prevent unauthorized disclosure of students' private information. Such strategies may include, but are not limited to, collecting or maintaining information about student gender only when relevant to the educational program or activity, protecting or revealing a student's gender identity as necessary to protect the health or safety of the student, and keeping a student's unofficial record separate from the official record.

   The district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's intersex, nonbinary, transgender, or gender-nonconforming status is disclosed shall keep the student's

information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer or designee. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming student. If the student permits the employee to notify the compliance officer or designee, the employee shall do so within three school days. As appropriate given the student's need for support, the compliance officer or designee may discuss with the student any need to disclose the student's intersex, nonbinary, transgender, or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

2. Determining a Student's Gender Identity: The compliance officer or designee shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer or designee shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the intersex, nonbinary, transgender, or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer or designee shall identify specific school site employee(s) to whom the student may report any problem related to the student's status as an intersex, nonbinary, transgender, or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is intersex, nonbinary, transgender, or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

5. Student Records: Upon each student's enrollment, the district is required to maintain a mandatory permanent student record (official record) that includes the student's gender and legal name. A student's legal name as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. A student's gender as entered on the student's official record required pursuant to 5 CCR 432 shall only be changed with written authorization of a parent/guardian having legal custody of the student. (Education Code 49061) However, when proper documentation or authorization, as applicable, is not submitted with a request to change a student's legal name or gender, any change to the student's record shall be limited to the student's unofficial records such as attendance sheets, report cards, and school identification.

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND AT SOLUTIONS GROUP LLC (ASSIGNED TO EKADENCE LEARNING FOUNDATION LLC)

This Second Amendment to Memorandum of Understanding Between the Anaheim Union High School District and AT Solutions Group LLC (Second Amendment) is made by and between the Anaheim Union High School District (District), a public school district existing under the laws of the State of California, and eKadence Learning Foundation LLC (Provider), a California non-profit public benefit corporation, as assignee of AT Solutions Group LLC (each a party, collectively, Parties).

WHEREAS, the District and AT Solutions Group LLC entered into that certain Memorandum of Understanding Between the Anaheim Union High School District and AT Solutions Group LLC (MOU) approved by the Board of Trustees on February 6, 2020, whereby AT Solutions Group LLC agreed to develop and implement digital educational software and services known as the eKadence learning management system (LMS) for, and at no cost to, the District for an initial five-year term ending on February 6, 2025; and

WHEREAS, AT Solutions Group LLC assigned its rights, responsibilities, and obligations pursuant to the MOU to Provider through that certain Amendment to Memorandum of Understanding Between the Anaheim Union High School District and AT Solutions Group LLC and Assignment from AT Solutions Group LLC to eKadence Learning Foundation LLC (Amendment), approved by the Board of Trustees on October 13, 2022; and

WHEREAS, the Board of Trustees is authorized by Education Code section 35160 to initiate and carry on any program, activity, or other action consistent with the purposes for which school districts are established; and

WHEREAS, the District is authorized by Public Contract Code section 20118.3 to purchase supplementary instructional computer software packages in any amount needed for the operation of the schools of the District without taking estimates or advertising for bids; and

WHEREAS, Provider is specially trained and experienced in the development of administrative and instructional software applications, and specifically the LMS developed for and with the District pursuant to the MOU, incorporating District drivers and initiatives in a bespoke system; and

WHEREAS, the District desires to develop and integrate a supplementary artificial intelligence (AI) instructional computer software tutor (sKrappy) into the LMS as part of continued implementation of District drivers and initiatives through the LMS; and

WHEREAS, the District's entire student body of approximately 25,000 students is able to utilize the educational tutoring and guidance program benefits from use of eKadence software and the anticipated assistance from sKrappy, providing one-on-one assistance to

students and opening new frontiers toward education for the District and each District student.

WHEREAS, in recognition of the District's contributions to the ongoing development and iteration of the LMS and sKrappy, the Parties desire to share future revenue generated by third-party licensing of sKrappy.

NOW, THEREFORE, subject to approval by the District's Board of Trustees, in consideration of the covenants, agreements, and representations set forth herein, and pursuant to Section 29 of the MOU, Modification of Agreement, the Parties agree as follows:

1. The recitals are true and correct and incorporated herein.

2. As part of the Software purchase package, Provider will continue to improve the software, collaborate with the District and District personnel, address program areas that need improvement, and implement the AI instructional computer software tutor known as sKrappy to be launched as part of the LMS during the first semester of the 2024-25 school year and continuing for a period of four years.

3. The District and Provider agree and acknowledge that the sKrappy tool will be iterative, with the initial product subject to refinement and tweaking following the initial implementation. Provider represents and warrants that it has or will have sufficient computing capacity to support the AI and implement sKrappy for all District students using the LMS.

4. All indemnification language under Article 19 of the Memorandum of Understanding approved on February 6, 2020, shall apply to this Agreement including indemnification for software, patent, copyright, or trademark infringement claims under Article 19.b and Article 20.

5. All District limitation of liability language under Article 22 of the February 6, 2020 MOU is also included in this Agreement.

6. A four-year license for all District students, which is presently anticipated at 25,000 students is provided at a cost of $20 per student, but is discounted to a total cost of $450,000 to account for District staff time to implement and improve the sKrappy software. This license cost shall include all maintenance, support, training, and record backups to be maintained by Provider. The District agrees to pay Provider the license sum of $450,000. A check for $450,000 made payable to eKadence Learning Foundation LLC will be mailed to Attn: Dang Vu, 2445 McCabe Way, Suite 200, Irvine, CA 92614, within 45 business days following approval of the Amendment.

7. In exchange for the District's contributions to the ongoing development and iteration of the LMS and sKrappy, Provider agrees to pay the District, on a calendar-year quarterly basis (by April 15, July 15, October 15, January 15, respectively for the preceding quarter), five percent of licensing revenue received by Provider from any future third-party licensing of sKrappy for a period of ten years from the effective date of this Second Amendment. At the time of payment, Provider shall also deliver an accurate and complete

written statement of quarterly licensing revenue certified as to accuracy by an appropriate representative of the company.

8. Provider shall provide a backup copy of the most updated software, student saved data and specifications for the computer system needed for the District to independently provide sKrappy software on at least a yearly basis or within 60 days following request by the District.

9. The termination provision under Article 15 is amended to include the following:

a. Within 30 days following termination, Provider shall provide backup software as addressed in Paragraph 8 above along with saved data and specifications. Support hours to set-up an independent system shall be billed hourly or as agreed to between the parties after a written proposal outlining anticipated hours are provided by Provider.

10. All other terms of the MOU and Amendment not altered hereby remain unchanged and in full force and effect.

11. Each Party has the full power and authority to enter into and perform this Second Amendment, and the person signing this Second Amendment on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

By signing below, the Parties agree to the terms of this Second Amendment.

Dated: 2/27/2024

Dang Vu
Managing Partner
eKadence Learning Foundation LLC

Dated: 3/8/2024

Jaron Fried, Ed.D.
Assistant Superintendent, Education
Anaheim Union High School District

AGREEMENT NUMBER: 10001411

AMENDMENT #3
ANAHEIM UNION HIGH SCHOOL DISTRICT
SERVICE AGREEMENT

The AGREEMENT entered into June 15, 2022, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT, last amended October 2, 2023, is hereby further amended as follows:

1.0 Section 2.0 SCOPE OF WORK shall be amended to read as follows:

A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, DISTRICT shall provide professional services as described in the "Scope of Services", attached hereto as Exhibits "A", "A-1", "A-2", and "A-3" and incorporated by reference herein to this AGREEMENT, for the Division of Educational Services.

B. DISTRICT hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this AGREEMENT, and DISTRICT acknowledges that SUPERINTENDENT shall rely on such representations by DISTRICT. Acceptance by SUPERINTENDENT of the services performed under this AGREEMENT shall not operate as a release of DISTRICT from responsibility for such services. To the extent DISTRICT assigns the performance of the services to any of

its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.

2.0 Section 3.0 PAYMENT shall be amended to read as follows:

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed Six hundred eighty-nine thousand nine hundred fifty dollars ($689,950.00) for services satisfactorily rendered pursuant to Section 2.0 of this AGREEMENT. Payment shall be made periodically upon satisfactory performance of services identified in Section 2.0 of this AGREEMENT and completion and approval of an itemized invoice. DISTRICT'S expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to administration, use, and accounting for public funds, including, but not limited to, the California Education Code. DISTRICT'S itemized invoice shall provide a detailed description of services provided, dates the services were performed, supported by documentation which shall include, but not be limited to: ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. Payment shall be mailed to: Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, or at such other place as DISTRICT may designate in writing.

B. DISTRICT's billings shall be submitted on SUPERINTENDENT's form, "Expenditure Report", which is attached hereto as Exhibit "B" and incorporated herein by reference to this AGREEMENT. DISTRICT shall submit the Expenditure Report by the following due dates:

1. For the period commencing July 1, 2022 and ending December 31, 2023:

Quarter 1 & 2: January 31, 2023

Quarter 3 & 4: July 31, 2023

2. For the period commencing July 1, 2023 and ending December 31, 2024:

Quarter 1 & 2: January 31, 2024

Quarter 3 & 4: July 31, 2024

3. For the period commencing July 1, 2024 and ending June 30, 2025:

Quarter 1 & 2: January 31, 2025

Quarter 3 & 4: July 31, 2025

4. For the period commencing July 1, 2025 and ending December 31, 2025:

Quarter 1 & 2: January 31, 2026

C. DISTRICT shall not claim reimbursement for food, equipment purchases, or services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

D. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

E. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by U.S. Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and

SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

3.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto set their hands.

CONTRACTOR: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINTED NAME: Dr. Jaron Fried	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Director
DATE: 3/8/24	DATE: February 7, 2024

Anaheim UHSD-Building Toward Computer Science Equity and Inclusion Developing an Ecosystem of Supports(EIR Grant)-Federal-Amend3(10001411)25
Zip5

SCOPE OF SERVICES
EXHIBIT "A"

District Actions and Responsibilities

Project Activities: As part of the overall project, district staff, school administrators, 5C's Coaches, and teachers at participating districts and schools will be asked to engage with project activities based on their role, as noted below. These activities are only applicable to **treatment schools**.

District Staff

a. Identify a primary point of contact and an alternate for all communication between the district and SUPERINTENDENT.
b. Appoint a district-level data liaison to supply data retrieved from school and/or district-level data management systems annually to the partner organizations. This individual should have access to and be familiar with the requested data (see Appendix).
c. Attend quarterly virtual progress meetings. If the primary point of contact is unavailable, the alternate or designee will attend as the district's representative.
d. Nominate an appropriate number of schools to serve as treatment schools; all remaining comprehensive high schools in the district will serve as part of the comparison pool, as requested.
e. Meet all deadlines to ensure that the reporting process for the grant is timely.
f. Inform SUPERINTENDENT of any event which could negatively impact or endanger the successful completion of tasks described in this AGREEMENT.
g. Receive from SUPERINTENDENT and disburse school-level funds and teacher stipends:
    i. School-level funds in the amount of ten thousand dollars **($10,000.00) per year** are provided to treatment schools for expenses in support of grant-related activities (e.g. materials, activities, release time, etc.).
        - ➢ Funds must be used in a way that follows the Education General Administrative Regulations (EDGAR) and 2 CFR Part 200 Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards (CFDA #84.411C).
        - ➢ Schools are required to report back to SUPERINTENDENT on how these funds were spent, using [insert exhibit] as a suggested reporting structure.
    ii. Teacher stipends in the amount of four-thousand, seven-hundred, fifty dollars **($4,750.00) per teacher** are provided to participating teachers at treatment schools during their primary year of participation, **upon successful completion of all of the activities listed under the Teachers heading below.**
    iii. Math Leads will receive an **additional stipend** in the amount of one-thousand, four-hundred dollars **($1,400.00) per year,** to continue **participation in all of the activities listed under the Math Leads heading below.**
    iv. Computer Science Teachers will begin participation in the project during the Spring 2024 semester - prior to their **first full or primary year of participation.** Year 2 math and science Teachers may start mid-year in

Spring 2023, by mutual agreement of SUPERINTENDENT and DISTRICT. **An additional stipend** in the amount of eight-hundred, and fifty dollars **($850.00)** is provided to **computer science teachers who participate in the following activities during Spring 2024,** as well as **year 2 math and science Teachers who may begin participation in the following activities during Spring 2023:**

- ➢ Community of Practice (CoP) - (6 hours)
- ➢ Evaluation Activities (3 hours)

v. 5C's Coach stipends in the amount of nine-thousand, seven-hundred, and fifty dollars **($9,750.00) per year for the 2022-23 and 2023-24 school years,** and stipends in the amount of seven-thousand, two-hundred, and fifty dollars **($7,250.00) for the 2024-25 school year**, are provided to participating 5C's Coaches at treatment schools upon successful completion of all of the activities listed under the 5C's Coaches heading below.

vi. Educators who have extenuating circumstances that prohibit their attendance at the scheduled synchronous activities will have opportunities to complete alternate engagement activities - to be completed by no later than June 30 of the current school year. Successful completion of the alternate engagement activities will ensure that educators remain eligible to receive their stipends.

School Administrators

a. **Identify at least one, but up to two, school leader representatives** to lead grant efforts at the school level. This must include at least one site administrator.

b. **Appoint a school-level point of contact** to assist with direct data collection activities related to the implementation evaluation.

c. **Establish a Grant Team (GT)** that will be the intervention focal point, receiving professional development and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and the Inflexion Approach (via Portico).

i. For the 2022-2023 academic year, the GT will be composed of:
- One (1) 5C's Coach from each treatment school.
- The entire Integrated Math I teaching team.
- Science teachers serving 9th-grade students who voluntarily elect to join the GT.

ii. For the 2023-2024 academic year, the GT will be composed of:
- One (1) 5C's Coach from each treatment school.
- The entire Integrated Math II teaching team or similar team, serving primarily 10th-grade students, chosen by mutual agreement by DISTRICT and SUPERINTENDENT
- Science teachers serving 10th-grade students who voluntarily elect to join the GT or similar group, serving primarily 10th-grade students, chosen by mutual agreement by DISTRICT and SUPERINTENDENT
- One to two Math I Leads from each treatment school, chosen to serve in this capacity amongst Teachers who participated during the 2022-2023 school year.
- Computer Science Teachers who will join only the GT for purposes of joining only the CoP during Spring 2024.

iii. For the 2024-2025 academic year, the GT will be composed of:
- One (1) 5C's Coach from each treatment school.
- At least one Computer Science Teacher.

- Math and Science Teachers - optional/voluntary participation option to be determined by mutual agreement between DISTRICT and SUPERINTENDENT at a later date.
- One (1) to two (2) Math I Leads from each treatment school, continuing to serve in this capacity from the 2023-2024 school year.
- One (1) to two (2) Math II Leads (or similar based upon mutual agreement) from each treatment school, chosen to serve in this capacity amongst Teachers who participated during the 2023-2024 school year.

d. Provide **necessary facilities** to carry out the project and evaluation as described.
e. Complete **assigned evaluation activities (3 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.
f. Participate in **monthly Portico coaching sessions** with 5Cs Coaches across all years of project activity (required). This will account for approximately **10 hours per year in Years 1-3.** Administrators will also have on-demand access to the full Portico suite of services (professional learning modules, a resource toolkit, peer coaching sessions, and peer-led webinars).
g. Provide **documentation/artifacts of school-level student supports** (ongoing as needed, Years 1-3).
h. Meet all deadlines to ensure that the reporting process for the grant is timely.
i. Inform SUPERINTENDENT of any event which could negatively impact or endanger the successful completion of tasks described in this AGREEMENT.

5C's Coaches

a. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.
b. Participate in the **Summer EIR Institute (12 hours)**, in which educators will convene in person for professional development, and to begin unit development. Educators will be introduced to the ideas and practices surrounding computational thinking (CT). As an integral part of the institute, educators will have multiple opportunities to collaborate and brainstorm with other members of their teams.
c. Participate in **Community of Practice (CoP) (12 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).
    i. Each school year of project implementation will include attendance and participation in eight (8) 1-hour virtual CoP meetings organized by SUPERINTENDENT.
    ii. Educators who are unable to attend the scheduled CoP meetings will attend make-up session(s) as agreed upon with the SUPERINTENDENT team. All sessions must be completed by June 30th of each school year.
d. **Collaborate with and assist Teacher teams as they develop, implement, and evaluate two (2) CT-infused units (24 hours)** of instruction that meet existing course requirements and expectations. Units will present opportunities to enhance overall student learning by bringing computational thinking (CT) to the forefront of the curriculum and presenting all students with multiple opportunities to build a sense of identity around CT, computer science, and STEM. For each unit, teachers will participate in both a lesson study process and a data drive dialogue session focused on student outcomes.
e. Complete **assigned evaluation activities (4 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.

f. Participate in **monthly Portico coaching and cohort activities** across all years of project activity **(Years 1-3)**. This will account for approximately **20-25 hours per year during the 2022-23, 2023-24, and 2024-25 school years**.

Teachers

a. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.
b. Participate in the **Summer EIR Institute (12 hours)**, in which educators will convene in person for professional development, and begin unit development. Educators will be introduced to the ideas and practices surrounding computational thinking (CT). As an integral part of the institute, educators will have multiple opportunities to collaborate and brainstorm with other members of their teams.
c. Participate in **Community of Practice (CoP) (12 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).
    i. Each school year of project implementation will include attendance and participation in eight (8) 1-hour virtual CoP meetings organized by SUPERINTENDENT.
    ii. Educators who are unable to attend the scheduled CoP meetings will attend make-up session(s) as agreed upon with the SUPERINTENDENT team. All sessions must be completed by June 30th of each school year.
d. **Develop, implement, and evaluate two (2) CT-infused units (24 hours)** of instruction that meet existing course requirements and expectations. Units will present opportunities to enhance overall student learning by bringing computational thinking (CT) to the forefront of the curriculum and presenting **all** students with multiple opportunities to build a sense of identity around CT, computer science, and STEM. For each unit, teachers will participate in both a lesson study process and a data drive dialogue session focused on student outcomes.
e. Complete **assigned evaluation activities (3 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.

Math Leads

a. Are defined as participating classroom educators who continue engaging in select project activities **beyond their primary year of participation.**
b. Two (2) participating Integrated Math I Teachers will be selected from each school site to serve as Math Leads after the completion of their primary year of participation, and will continue participation in select project activities during the 2023-24 & 2024-25 school years (Years 2-3).
c. Two (2) participating Integrated Math II Teachers (or other similar content area) will be selected from each school site to serve as Math Leads after the completion of their primary year of participation, and will continue participation in select project activities during the 2024-25 school year (Year 3).
d. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.
e. Participate in **Community of Practice (CoP) (12 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).

i. Each school year of project implementation will include attendance and participation in eight (8) 1-hour virtual CoP meetings organized by SUPERINTENDENT.
ii. Educators who are unable to attend the scheduled CoP meetings will attend make-up session(s) as agreed upon with the SUPERINTENDENT team. All sessions must be completed by June 30th of each school year.

f. Complete **assigned evaluation activities (3 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.

Direct Data Collection Activities (connected to project activities): The SUPERINTENDENT has entered into an AGREEMENT with Educational Policy Improvement Center DBA Inflexion, Inc (Inflexion) to provide professional learning services for site administrators and implementation evaluation services. In order to conduct the implementation evaluation, Inflexion will need to collect data from key stakeholder groups. These groups will be asked to participate in direct data collection based on their school role, as noted below. These data collection activities are only applicable to **treatment schools**.

1. School-Level Point of Contact
    a. Distribute and collect parent/student consent and assent using materials provided by Inflexion staff.
    b. Oversee administration of surveys as needed (e.g., provide survey links to students, and teachers).
    c. Oversee distribution/administration of CT Test for students, as needed.
    d. Assist in recruitment and scheduling for school-based classroom observations, interviews, and focus groups.
    e. Assist with and serve as a liaison for school-based project coordination activities (e.g., recruitment and reminders, collecting extant data, etc.).
2. School Administrators (Years 1-3, at the end of the year)
    a. Participate in Drivers Best Practices Assessment.
    b. Participate in Coherence Check.
    c. Participate in annual interviews.
3. 5C's Coaches
    a. Participate in Drivers Best Practices Assessment (Years 1-3 at the end of the year).
    b. Participate in Coherence Check (Years 1-3 at the end of the year).
    c. Complete an annual teacher survey, including a baseline survey and three end-of-year surveys (Years 1–3).
    d. Participate in annual teacher and/or Grant Team interviews/focus groups, if selected (Years 1–3 at the end of the year).
    e. Complete event evaluation forms after professional learning activities (Years 1–3, ongoing).
4. Teachers (including Math Leads)
    a. Complete an annual teacher survey, including a baseline survey and an end-of-year survey for each year of participation (Years 1–3)
    b. Participate in annual teacher and/or Grant Team interviews/focus groups, if selected (Years 1–3 at the end of the year)
    c. Allow Inflexion evaluators to conduct annual classroom observations, if selected (Years 1–3 each Spring)
    d. Complete event evaluation forms after professional learning activities (Years 1–3 ongoing)
5. Students (9th-grade cohort starting in the 2022-23 academic year)

a. Complete an annual student survey including a baseline survey and an end-of-year survey for each year of participation (Years 1–3)
b. Participate in annual focus groups, if selected (Years 1–3 at the end of the year)
c. Complete an annual Computational Thinking Test including a baseline assessment and an end-of-year assessment for each year of participation (Years 1–3)

School/District Level Data (supplied annually): To conduct the implementation and impact evaluations, the district will need to supply the partner organizations with project-specific data, school-level data, and student-level data on an annual basis by January 31st. A preliminary detailed list of school-level and student-level data can be found in the Appendix. These data are applicable to **treatment** and **comparison schools**. Project-specific data are only applicable to **treatment schools**. In addition to the annual school and student-level data pull provided annually in January, the school district will need to provide the following data in the summer of 2022: Student-level data: Unique student identifier, student demographics (school, grade, gender, ethnicity, FRL status, ELL status), and Grade 8 CAASPP Math Score. School-level data: Historical Grade 11 CAASPP Math Scores (2019-2022).

1. Community of Practice Data
    a. Agendas and meeting schedules
    b. Documents/artifacts developed as part of the CoP
    c. Number of hours offered
    d. Number of hours attended by participants
    e. Role of attendees

2. Summer EIR Institutes

3. Role Model/Peer to Peer Data
    a. Usage data for Nepris and/or the If/Then Collection
    b. Number (count) of mentoring sessions
    c. Number of hours (duration) of mentoring sessions

4. Student-level Data
    Note. Data files will include all students entering the 9th grade in 2022 at treatment and comparison schools. Data will need to be de-identified for comparison group students but may include identifying information for participating students depending on the informed consent. Students enrolled in schools that do not participate in the intervention will be drawn from to create the comparison sample for the impact evaluation.
    a. Unique Student Identifier
    b. Student demographics (school, grade, gender, ethnicity, FRL status, ELL status)
    c. Grade 9-11 student CS & ICT course/pathway enrollment, completion, and performance
    d. Grade 9-11 student grades in math, science, computer science, and ICT pathway courses
    e. Grade 8 and 11 CAASPP scores for ELA, math, and science (CAST)

5. School-level data
    a. School-level demographics (school name, percent of students eligible for FRL, total enrollment, female student enrollment, Latinx student enrollment)
    b. CS & ICT course/pathway offerings and enrollment (number and list of ICT/CS courses, overall and subgroup enrollment)

c. LCAP data, CAASPP data, including historical CAASPP data (2012-2022)
d. List of grant/community partners (both formal and informal) for participating schools, updated annually

Coordination:

To carry out and fulfill the aims of this AGREEMENT, the partner organizations will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. The partner organizations also request a district-level and school-level point of contact to assist with the implementation and impact evaluation activities. The responsibilities of each of these roles are detailed below.

The primary points of contact for the partner organizations are listed below.

Orange County Superintendent of Schools	Educational Policy Improvement Center DBA Inflexion, Inc.	Silvana McCormick DBA Redwood Consulting Collective, Inc.
Holly Steele Administrator, Educational Services hsteele@ocde.us (714) 966-4092	Dr. Jessica Jacovidis Principal Researcher jessica.jacovidis@inflexion.org (541) 246-2643	Dr. Silvana McCormick Executive Director silvana@redwoodconsulting.org (707) 548-9398

School-based Point of Contact: Beyond data sources for the implementation evaluation analyses, Inflexion requests that a Point of Contact at each school be established who will be responsible for assisting in the following evaluation activities:

- Collect and return parent/student consent and assent using materials provided to them by Inflexion staff
- Oversee administration of surveys as needed (e.g., provide survey links to students, teachers)
- Oversee distribution/administration of CT Test for students, as needed
- Assist in recruitment and scheduling for school-based classroom observations, interviews, and focus groups
- Assist in and serve as a liaison for school-based project coordination activities (e.g., recruitment and reminders, collecting extant data, etc.)

District-based Point of Contact: The SUPERINTENDENT has entered into an AGREEMENT with Silvana McCormick DBA Redwood Consulting Collective, Inc. (RCC) to provide impact evaluation services. Additionally, the SUPERINTENDENT has entered into an AGREEMENT with Educational Policy Improvement Center (EPIC) DBA Inflexion to provide implementation evaluation services. To assist us in securing school- and student-level data required for the evaluation, RCC and Inflexion request that a Point of Contact at DISTRICT be established who will be responsible for assisting in the following evaluation activities:

- Serve as the data liaison to supply data retrieved from school and/or district level data management systems annually to the partner organization.
- Report on the *availability* of the requested variables within 3 months of MOU execution.

- Create a unique ID for each student using a formula that is not shared with SUPERINTENDENT, Inflexion, or RCC and ensure that this formula is securely documented and applied annually to all student-level data supplied as part of this project to allow for tracking over time. *Note: this ID number cannot be the student ID that the school or district uses to track students.*
- Supply all requested data in the format requested by RCC annually for the duration of the project, no later than January 31st each year.
- Coordinate with RCC on the most appropriate way to transfer data.
- SUPERINTENDENT and RCC will provide the district data liaison with technical assistance as needed.

Confidentiality and Data Security:

During project activities and evaluation, it is possible that individuals from the participating school district may disclose confidential information that they would not want shared outside the partner organizations. The partner organizations will take all steps necessary to make sure that data are kept confidential. Data will not be shared or discussed with anyone outside of the approved project team members and evaluators and bound by this AGREEMENT.

SUPERINTENDENT, Inflexion, and RCC will follow all applicable federal and state laws that protect student personal information (e.g., FERPA, PPRA), including maintaining appropriate physical, electronic, and procedural safeguards. All data will be stored on secure computer servers accessible only to the approved and trained researchers and authorized staff. All student-level data will be reported in aggregate and summaries may be provided at the school- or district-level, as applicable. At no time will individuals be identified in reports, publications, or presentations. All data will be destroyed in accordance with Department of Education, Education Innovation and Research guidelines after the end of the grant period.

Appendix. Preliminary List of School-Level and Student-Level Variables

Table 1. School-Level Dataset
School Name
Total School Enrollment
Total School Enrollment- number of female students
Total School Enrollment- number of Latinx students
Percent of students eligible for free or reduced-price lunch
List of ICT pathway courses offered
List of CS courses offered
Number of ICT pathway courses offered
Number of computer science courses offered
Total Enrollment in ICT pathway courses
Total Enrollment of female students in ICT pathway courses
Total Enrollment of Latinx students in ICT pathway courses
Total Enrollment in computer science courses
Total number of female students enrolled in computer science courses
Total number of Latinx students enrolled in computer science courses
LCAP data
SPCA data
List of grant/community partners (both formal and informal)

Table 2. Student-Level Dataset
Unique student identifier
School name
Grade level of student
Gender of student
Ethnicity of student
Last reported free or reduced-price lunch program eligibility

Last reported English Language Learner status
Grade 8 English Language Arts CAASPP Scores
Grade 11 English Language Arts CAASPP Scores
Grade 8 Mathematics CAASPP Scores
Grade 11 Mathematics CAASPP Scores
Grade 8 Science (CAST) Scores
Grade 11 Science (CAST) Scores
Computer Science course enrollment*
ICT pathway course enrollment*
Computer Science course completion*
ICT pathway course completion*
Computer Science course grade(s)*
ICT pathway course grade(s)*
Computer Science course grade(s)*
ICT pathway course grade(s)*
Math course grade(s)*
Science course grade(s)*
**Note: Each course should be represented in a separate column. The variable name should include the name of the course.*

SCOPE OF SERVICES
EXHIBIT "A-1"

Project Context

1. As part of the overall Education Innovation and Research (EIR) project described in Exhibit A, teachers and students will engage with Pathful to support the exploration of Computer Science-related careers. These activities help to build a more positive computer science identity.
2. The company now known as "Pathful" recently acquired Nepris, which was previously mentioned in Exhibit A.
3. Pathful wraps a full college & career readiness journey around the three core pillars of career to ensure that every student, in every classroom environment, intentionally connects the rapidly changing needs of the world of work with the classroom.
4. Given that the DISTRICT is the end-user for the Pathful product, DISTRICT needs to secure purchase of Pathful subscriptions in place of SUPERINTENDENT.
5. EIR grant funds have been allocated to support the purchase of the Pathful subscriptions.

District Actions and Responsibilities

1. District-Level
    a. DISTRICT will, following its own internal protocols, secure the purchase of the Pathful subscriptions as described in the attached quote for Anaheim High School, Cypress High School, and Loara High School.
    b. DISTRICT will facilitate access to the web-accessible Pathful platforms and resolve any concerns with firewall restrictions for students and teachers as necessary and appropriate.
    c. DISTRICT will invoice SUPERINTENDENT for the cost of the Pathful subscriptions no later than March 30, 2023.
2. Grant Participant Level
    a. Grant participants will incorporate the use of the Pathful platform into their spring grant-related units of study.
    b. At the discretion of Site Leadership, grant participants may also incorporate the use of the Pathful platform, as deemed appropriate, into other lessons or units of study.

Superintendent Actions and Responsibilities

1. SUPERINTENDENT will, upon receipt of invoice, reimburse DISTRICT in an amount NTE $79,650.
2. SUPERINTENDENT will provide training through a Community of Practice meeting, as well as technical assistance upon request, to participating grant educators on the use of the Pathful platform.
3. SUPERINTENDENT will, upon receipt of written request of DISTRICT, coordinate additional virtual training provided by a representative of Pathful above and beyond the support described above in (2).

PER DISTRICT'S REFERENCE FOR THEIR PURCHASE

Pathful

Order Form

(valid for 30 days)

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

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

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

Order No
NV3430C3F3

Date
10/13/2022

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

SITE PURCHASE AND SUBSCRIPTION SERVICES

Subscription period of 36 months beginning: 12/30/1899

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

SUBSCRIPTION TERMS, CONDITIONS, AND POLICIES:

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

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

TECHNOLOGY REQUIREMENTS:

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

System Requirements

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

Supported Operating Systems

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

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

PAYMENT AND SALES TERMS:

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

INVOICING INFORMATION:

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

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

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

☐ My organization does *not* require a PO.

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

AGREED AND ACCEPTED FOR AND ON BEHALF OF CUSTOMER BY:

Signature: _____

Name: _____

Title: _____

Date: _____

SCOPE OF SERVICES
EXHIBIT "A-2

District Actions and Responsibilities

Project Activities: As part of the overall project, district staff, school administrators, 5C's Coaches, and teachers at participating districts and schools will be asked to engage with project activities based on their role, as noted below. These activities are only applicable to **treatment schools**.

1. District Staff
    a. Identify a primary point of contact and an alternate for all communication between the district and SUPERINTENDENT.
    b. Appoint a district-level data liaison to supply data retrieved from school and/or district-level data management systems annually to the partner organizations. This individual should have access to and be familiar with the requested data (see Appendix).
    c. Attend monthly virtual progress meetings. If the primary point of contact is unavailable, the alternate or designee will attend as the district's representative.
    d. Annually, attend at least one iteration of EIR Institute and the Community of Practice (CoP) meetings.
    e. Nominate an appropriate number of schools to serve as treatment schools; all remaining comprehensive high schools in the district will serve as part of the comparison pool, as requested.
    f. Meet all deadlines that are approved by SUPERINTENDENT and DISTRICT to ensure that the reporting process for the grant is timely.
    g. Inform SUPERINTENDENT of any event which could negatively impact or endanger the successful completion of tasks described in this AGREEMENT.
    h. Receive from SUPERINTENDENT and disburse the following school-level funds and teacher stipends on the timeline provided in section 1i:
        i. For the 2022-2023 school year, school-level funds in the amount of ten thousand dollars **($10,000.00) per year** are provided to treatment schools for expenses in support of grant-related activities (e.g. materials, activities, release time, etc.). In response to rising costs of substitutes, the funds for the 2023-2024 and 2024-2025 school years will be increased to **fifteen thousand dollars ($15,000) per year**.
            1. Funds must be used in a way that follows the Education General Administrative Regulations (EDGAR) and 2 CFR Part 200 Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards (CFDA #84.411C).
            2. Schools are required to report back to SUPERINTENDENT on how these funds were spent, using "Expenditure Report" form, which is attached hereto as Exhibit "b".
        ii. Teacher stipends not to exceed the amount of four thousand seven hundred fifty dollars (**$4,750.00**) **for the 2022-23 school year**, and not to exceed five-thousand, six-hundred, seventy dollars (**$5,670.00**) **for the 2023-24 & 2024-25 school years per teacher** are provided to participating teachers at treatment schools during their primary year of participation, **upon successful completion of all of the activities listed under the Teachers heading below**.

1. For educators who are unable to attend the EIR Institute during the summer (outside of contract hours), the stipend will be reduced by an amount mutually agreed upon by the SUPERINTENDENT and the DISTRICT. The stipend amount reduced, to offset the cost of substitute coverage with benefits if necessary, will be instead retained by the DISTRICT.
2. If an educator does not have an opportunity to attend the EIR Institute during the summer (e.g. was not yet hired by DISTRICT, was reassigned after the summer opportunity to the intervention grade level by DISTRICT, etc.), the participating educator's stipend will **not** be reduced by the cost of the substitute. Instead, the funds for the substitute will be paid for through the site-level funds.
3. Though evaluation activities comprise a relatively small percentage of the project hours, they are integral to the success of this Education, Innovation and Research grant. As such, teachers are required to administer the evaluation activities during the instructional day, including make-up opportunities for absent students who miss the initial administration of evaluation activities. At the discretion of the SUPERINTENDENT, teachers who do not complete the required may have their third (of three) stipends withheld until activities are completed.

iii. Teacher Leads will receive an **additional stipend** not to exceed the amount of two-thousand five-hundred twenty dollars (**$2,520.00**) **per year**, to continue **participation in all of the activities listed under the Teacher Leads heading below.** If the Teacher Lead for a participating site is also simultaneously serving as a participating teacher (e.g. delivering intervention activities for the targeted cohort), their additional stipend, beyond the amount given to participating teachers, will instead be only $500 upon successful completion of the Teacher Lead duties.

iv. Computer Science Teachers will begin participation in the project during the Spring 2024 semester, prior to their **first full or primary year of participation. An additional stipend** not to exceed the amount of one-thousand, three-hundred, fifty dollars (**$1,350.00**) is provided to **computer science teachers who participate in the following activities during Spring 2024**:
   1. Community of Practice (CoP) - (16 hours)
   2. Evaluation Activities (estimated at 3 hours)

v. 5C's Coach stipends not to exceed the amount of Nine thousand seven hundred fifty dollars (**$9,750.00**) **for the 2022-23 school year**, will be provided to participating 5C's Coaches at treatment schools upon successful completion of all of the activities listed under the 5C's Coaches heading below.
   1. As described below in the "School Administrators" and "5C's Coaches" role sections, at the end of the 2022-2023 school year, the SUPERINTENDENT and DISTRICT reconvened and selected scenario (3) "5C's coaches discontinue participation altogether in the grant for the 2023-24 and 2024-25 school years" from the list of options.
   2. No additional stipends will be paid to 5C's coaches beyond the 2022-23 school year.

vi. Site-Administrator stipends not to exceed five thousand five hundred dollars **($5,500.00) for the 2023-24 school year**, and not to exceed three thousand dollars **($3,000.00) for the 2024-25 school year**, will be provided to participating site-administrators at treatment schools upon successful completion of all activities listed under the Site-Administrator heading below.

vii. Beginning in 2023-2024 and continuing through the 2024-2025 school year, The primary point of contact identified in (a) by DISTRICT will receive a stipend not to exceed five-thousand, eight-hundred, fifty dollars ($5,850) for completion of the duties outlined in "District Staff".

viii. Beginning in 2023-2024 and continuing through the 2024-2025 school year, the District-level data liaison will receive a stipend of $750 for completion of duties outlined in "District Staff" above.

i. Stipends will be provided to participants on the following timeline for the 2023-2024 school year. Stipend timeline for 2024-2025 will be mutually agreed upon by SUPERINTENDENT and DISTRICT and will not necessitate an amendment to this agreement.

i. Stipend #1 Window: Grant activities between 8/1/2023 and 10/15/2023

ii. Stipend #2 Window: Grant activities between 10/16/2023 and 2/11/2024

iii. Stipend #3 Window: Grant activities between 2/12/2024 and 5/19/2024

iv. Participants who have extenuating circumstances that prohibit their attendance at the scheduled synchronous activities will have opportunities to complete alternate engagement activities during the stipend window during which the event took place. Successful completion of the alternate engagement activities (excluding evaluation activities) within the window of time specified above will ensure that participants remain eligible to receive their stipends.

2. School Administrators

a. **Identify at least one, but up to two, school leader representatives** to lead grant efforts at the school level. This must include at least one site administrator.

b. **Establish a Grant Team (GT)** that will be the intervention focal point, receiving professional development and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and the Inflexion Approach (via Portico).

i. For the 2022-2023 academic year, the GT will be composed of:

1. One (1) 5C's Coach from each treatment school.
2. The entire Integrated Math I teaching team.
3. Science teachers serving 9th-grade students who voluntarily elect to join the GT.

ii. For the 2023-2024 academic year, the GT will be composed of:

1. The entire Integrated Math II teaching team or similar team, serving primarily 10th-grade students, chosen by mutual agreement by DISTRICT and SUPERINTENDENT
2. Science teachers serving 10th-grade students who voluntarily elect to join the GT or similar group, serving primarily 10th-grade students, chosen by mutual agreement by DISTRICT and SUPERINTENDENT
3. One to two Math I Leads from each treatment school, chosen to serve in this capacity amongst Teachers who participated during the 2022-2023 school year.
4. At least one Computer Science Teacher who will join only the GT for purposes of joining only the CoP during Spring 2024.

iii. For the 2024-2025 academic year, the GT will be composed of:
1. At least one Computer Science Teacher per treatment school-site.
2. Math and Science Teachers serving primarily 11th-grade students - optional/voluntary participation option to be determined by mutual agreement between DISTRICT and SUPERINTENDENT at a later date. If this option is selected, stipend amounts and responsibilities will mirror those outlined for the 2023-2024 academic year.
3. One (1) to two (2) Math I Leads from each treatment school, continuing to serve in this capacity from the 2023-2024 school year.
4. One (1) to two (2) Math II Leads (or similar based upon mutual agreement) from each treatment school, chosen to serve in this capacity amongst Teachers who participated during the 2023-2024 school year.

c. Provide **necessary facilities** to carry out the project and evaluation as described.
d. Complete **assigned evaluation activities (estimated at 4 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.
e. Beginning in 2023-2024 and continuing through 2024-2025, participate in **monthly Portico coaching sessions**. Portico work is estimated at 53 hours for 2023-2024 and 26 hours for 2024-2025.
f. In order to stay current on grant activities, School Administrators are encouraged to attend the quarterly CoP meetings with their participating teachers.
g. Provide **documentation/artifacts of school-level student supports** (ongoing as needed, Years 1-3).
h. Meet all deadlines to ensure that the reporting process for the grant is timely.
i. Inform SUPERINTENDENT of any event which could negatively impact or endanger the successful completion of tasks described in this AGREEMENT.

3. 5C's Coaches (pertains to the 2022-2023 school year only)
a. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.
b. Participate in the **Summer EIR Institute (12 hours)**, in which educators will convene in person for professional development, and to begin unit development. Educators will be introduced to the ideas and practices surrounding computational thinking (CT). As an integral part of the institute, educators will have multiple opportunities to collaborate and brainstorm with other members of their teams.
c. Participate in **Community of Practice (CoP) (12 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).
i. Each school year of project implementation will include attendance and participation in eight (8) 1-hour virtual CoP meetings organized by SUPERINTENDENT.
ii. Educators who are unable to attend the scheduled CoP meetings will attend make-up session(s) as agreed upon with the SUPERINTENDENT team. All sessions must be completed by June 30th of each school year.
d. **Collaborate with and assist Teacher teams as they develop, implement, and evaluate two (2) CT-infused units (24 hours)** of instruction that meet existing

course requirements and expectations. Units will present opportunities to enhance overall student learning by bringing computational thinking (CT) to the forefront of the curriculum and presenting all students with multiple opportunities to build a sense of identity around CT, computer science, and STEM. For each unit, teachers will participate in both a lesson study process and a data drive dialogue session focused on student outcomes.

e. Complete **assigned evaluation activities (4 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below
f. Participate in **monthly Portico coaching and cohort activities** during the 2022-23 school year (Year 1). This will account for approximately **20-25 hours per year during the 2022-23 school year**.
g. DISTRICT and SUPERINTENDENT, by mutual agreement, will reconvene at the end of the 2022- 23 school year to determine which of the following scenarios below is most appropriate for the five C's coaches continued participation in the Portico portion of the project for the 2023-24 and 2024-25 school years. to the greatest extent possible, and when within the control of the district, the desire is to have the greatest consistency possible for Portico participation.
    i. Scenarios for 5C's Coaches Participation in 2023-24 and 2024-25 school years:
        1. 5C's coaches continue in the same capacity as they did during the 2022-23 school year as described above in (f). This will account for approximately 20-25 hours per year during the 2023-24, and 2024-25 school years.
        2. 5C's coaches transition to a supporting role in which they participate in **monthly Portico coaching sessions** with the Site Administrator. this will account for approximately **10 hours per year during the 2023-24 and 2024-25 school years**. 5C's coaches will continue to have on-demand access to the full Portico suite of services (professional learning modules, a resource toolkit, peer coaching sessions, and peer-led webinars).
        3. 5C's coaches discontinue participation altogether in the grant for the 2023-24 and 2024-25 school years.

4. Teachers
    a. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.
    b. Participate in the **EIR Institute (12 hours)**, in which educators will convene in person for professional development, and begin unit development. Educators will be introduced to the ideas and practices surrounding computational thinking (CT). As an integral part of the institute, educators will have multiple opportunities to collaborate and brainstorm with other members of their teams.
    c. Participate in **Community of Practice (CoP) (24 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).
        i. Each school year of project implementation will include attendance and participation in CoP meetings organized by SUPERINTENDENT. For the 2023-24 school year, four (4) quarterly meetings are planned.
        ii. To the extent practicable and in the event that teachers are called back to the classroom due to sub-shortage and/or other issue, SUPERINTENDENT and DISTRICT will reschedule the meeting date(s) to take place within four (4) weeks of the originally scheduled meeting.

This may impact stipend disbursement dates, subject to school board meeting dates and docket deadlines.

iii. Should a teacher be absent on the day of a scheduled CoP meeting or attendance not be possible because of unforeseen substitute issues, SUPERINTENDENT agrees to provide comparable make-up activities, and DISTRICT agrees to provide a make-up release day for the teacher.

d. Complete four **"What's the Idea?" (16 total hours)** follow-on assignments between each CoP meeting to provide continuity between quarterly CoP meetings.

e. **Develop, implement, and submit two (2) CT-infused units (12 hours)** of instruction that meet existing course requirements and expectations. Units will present opportunities to enhance overall student learning by bringing computational thinking (CT) to the forefront of the curriculum and presenting **all** students with multiple opportunities to build a sense of identity around CT, computer science, and STEM. For each unit, teachers will participate in both a lesson study process and a data driven dialogue session focused on student outcomes.

f. Complete **assigned evaluation activities (estimated at 3 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.

5. Teacher Leads

a. Are defined as participating classroom educators who continue engaging in select project activities **beyond their initial year of participation.**

b. Up to two (2) participating Integrated Math I Teachers will be selected from each school site to serve as Teacher Leads after the completion of their initial year of participation, and will continue participation in select project activities during the 2023-24 & 2024-25 school years (Years 2-3).

c. Up to two (2) participating Integrated Math II Teachers (or other similar content area) will be selected from each school site to serve as Teacher Leads after the completion of their primary year of participation, and will continue participation in select project activities during the 2024-25 school year (Year 3).

d. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.

e. Participate in **Community of Practice (CoP) (24 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).

i. Each school year of project implementation will include attendance and participation in CoP meetings organized by SUPERINTENDENT. For the 2023-24 school year, four (4) quarterly meetings are planned.

ii. To the extent practicable and in the event that teachers are called back to the classroom due to sub-shortage and/or other issue, SUPERINTENDENT and DISTRICT will reschedule the meeting date(s) to take place within four (4) weeks of the originally scheduled meeting. This may impact stipend disbursement dates, subject to school board meeting dates and docket deadlines.

iii. Should a teacher be absent on the day of a scheduled CoP meeting or attendance not be possible because of unforeseen substitute issues, SUPERINTENDENT agrees to provide comparable make-up activities, and DISTRICT agrees to provide a make-up release day for the teacher.

f. Serve as the school-site liaison for data collection purposes, including but not limited to facilitating student-facing evaluation activities, scheduling site visits, and scheduling focus group meetings.
g. Complete any **assigned evaluation activities (3 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.

Direct Data Collection Activities (connected to project activities): The SUPERINTENDENT has entered into an AGREEMENT with Educational Policy Improvement Center DBA Inflexion, Inc (Inflexion) to provide professional learning services for site administrators and implementation evaluation services. In order to conduct the implementation evaluation, Inflexion will need to collect data from key stakeholder groups. These groups will be asked to participate in direct data collection based on their school role, as noted below. These data collection activities are only applicable to **treatment schools**.

1. School-Level Point of Contact
    a. Distribute and collect parent/student consent and assent using materials provided by Inflexion staff.
    b. Oversee administration of surveys as needed (e.g., provide survey links to students, and teachers).
    c. Oversee distribution/administration of CT Test for students, as needed.
    d. Assist in recruitment and scheduling for school-based classroom observations, interviews, and focus groups.
    e. Assist with and serve as a liaison for school-based project coordination activities (e.g., recruitment and reminders, collecting extant data, etc.).
2. School Administrators (Years 1-3, at the end of the year)
    a. Participate in Drivers Best Practices Assessment.
    b. Participate in Coherence Check.
    c. Participate in annual interviews.
    d. Participate in annual teacher and/or Grant Team interviews/focus groups, if selected (Years 2–3 at the end of the year).
3. 5C's Coaches
    a. Participate in Drivers Best Practices Assessment (Year 1 at the end of the year).
    b. Participate in Coherence Check (Year 1 at the end of the year).
    c. Complete an annual teacher survey, including a baseline survey and end-of-year surveys (Year 1).
    d. Participate in annual teacher and/or Grant Team interviews/focus groups, if selected (Year 1).
    e. Complete event evaluation forms after professional learning activities (Year 1, ongoing).
4. Teachers (including Teacher Leads)
    a. Complete an annual teacher survey, including a baseline survey and an end-of-year survey for each year of participation (Years 1–3)
    b. Participate in annual teacher and/or Grant Team interviews/focus groups, if selected (Years 1–3 at the end of the year)
    c. Allow Inflexion evaluators to conduct annual classroom observations, if selected (Years 1–3 each Spring)
    d. Complete event evaluation forms after professional learning activities (Years 1–3 ongoing)
5. Students (9th-grade cohort starting in the 2022-23 academic year)
    a. Complete an annual student survey including a baseline survey and an end-of-year survey for each year of participation (Years 1–3)
    b. Participate in annual focus groups, if selected (Years 1–3 at the end of the year)

c. Complete an annual Computational Thinking Test including a baseline assessment and an end-of-year assessment for each year of participation (Years 1–3)

School/District Level Data (supplied annually): To conduct the implementation and impact evaluations, the district will need to supply the partner organizations with project-specific data, school-level data, and student-level data on an annual basis by January 31st. A preliminary detailed list of school-level and student-level data can be found in the Appendix. These data are applicable to **treatment** and **comparison schools**. Project-specific data are only applicable to **treatment schools**. In addition to the annual school and student-level data pull provided annually in January, the school district will need to provide the following data in the summer of 2022: Student-level data: Unique student identifier, student demographics (school, grade, gender, ethnicity, FRL status, ELL status), and Grade 8 CAASPP Math Score. School-level data: Historical Grade 11 CAASPP Math Scores (2019-2022).

1. Community of Practice Data
    a. Agendas and meeting schedules
    b. Documents/artifacts developed as part of the CoP
    c. Number of hours offered
    d. Number of hours attended by participants
    e. Role of attendees

2. Summer EIR Institutes

3. Role Model/Peer to Peer Data
    a. Usage data for Nepris and/or the If/Then Collection
    b. Number (count) of mentoring sessions
    c. Number of hours (duration) of mentoring sessions

4. Student-level Data
    Note: Data files will include all students entering the 9th grade in 2022 at treatment and comparison schools. Data will need to be de-identified for comparison group students but may include identifying information for participating students depending on the informed consent. Students enrolled in schools that do not participate in the intervention will be drawn from to create the comparison sample for the impact evaluation.
    a. Unique Student Identifier
    b. Student demographics (school, grade, gender, ethnicity, FRL status, ELL status)
    c. Grade 9-11 student CS & ICT course/pathway enrollment, completion, and performance
    d. Grade 9-11 student grades in math, science, computer science, and ICT pathway courses
    e. Grade 8 and 11 CAASPP scores for ELA, math, and science (CAST)

5. School-level data
    a. School-level demographics (school name, percent of students eligible for FRL, total enrollment, female student enrollment, Latinx student enrollment)
    b. CS & ICT course/pathway offerings and enrollment (number and list of ICT/CS courses, overall and subgroup enrollment)
    c. Number of girls or Latinx students enrolled in CS and or ICT pathway courses that complete the course with a grade of 70% or higher
    d. LCAP data, CAASPP data, including historical CAASPP data (2012-2022)

1. Historical CAASPP data: yearly 11th-grade math score average, standard deviation, and the number of students represented.

e. List of grant/community partners (both formal and informal) for participating schools, updated annually

Coordination:

To carry out and fulfill the aims of this AGREEMENT, the partner organizations will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. The partner organizations also request a district-level and school-level point of contact to assist with the implementation and impact evaluation activities. The responsibilities of each of these roles are detailed below.

The primary points of contact for the partner organizations are listed below.

Orange County Superintendent of Schools	**Educational Policy Improvement Center DBA Inflexion, Inc.**	**Silvana McCormick DBA Redwood Consulting Collective, Inc.**
Holly Steele Administrator, Educational Services hsteele@ocde.us (714) 966-4092	Dr. Jessica Jacovidis Principal Researcher jessica.jacovidis@inflexion.org (541) 246-2643	Dr. Silvana McCormick Executive Director silvana@redwoodconsulting.org (707) 548-9398

School-based Point of Contact: Beyond data sources for the implementation evaluation analyses, Inflexion requests that a Point of Contact at each school be established who will be responsible for assisting in the following evaluation activities:

- Collect and return parent/student consent and assent using materials provided to them by Inflexion staff
- Oversee administration of surveys as needed (e.g., provide survey links to students, teachers)
- Oversee distribution/administration of CT Test for students, as needed
- Assist in recruitment and scheduling for school-based classroom observations, interviews, and focus groups
- Assist in and serve as a liaison for school-based project coordination activities (e.g., recruitment and reminders, collecting extant data, etc.)

District-based Point of Contact: The SUPERINTENDENT has entered into an AGREEMENT with Silvana McCormick DBA Redwood Consulting Collective, Inc. (RCC) to provide impact evaluation services. Additionally, the SUPERINTENDENT has entered into an AGREEMENT with Educational Policy Improvement Center (EPIC) DBA Inflexion to provide implementation evaluation services. To assist us in securing school- and student-level data required for the evaluation, RCC and Inflexion request that a Point of Contact at DISTRICT be established who will be responsible for assisting in the following evaluation activities:

- Serve as the data liaison to supply data retrieved from school and/or district level data management systems annually to the partner organization.
- Report on the *availability* of the requested variables within 3 months of MOU execution.

- Create a unique ID for each student using a formula that is not shared with SUPERINTENDENT, Inflexion, or RCC and ensure that this formula is securely documented and applied annually to all student-level data supplied as part of this project to allow for tracking over time. *Note: this ID number cannot be the student ID that the school or district uses to track students.*
- Supply all requested data in the format requested by RCC annually for the duration of the project, no later than January 31st each year.
- Coordinate with RCC on the most appropriate way to transfer data.
- SUPERINTENDENT and RCC will provide the district data liaison with technical assistance as needed.

Confidentiality and Data Security:

During project activities and evaluation, it is possible that individuals from the participating school district may disclose confidential information that they would not want shared outside the partner organizations. The partner organizations will take all steps necessary to make sure that data are kept confidential. Data will not be shared or discussed with anyone outside of the approved project team members and evaluators and bound by this AGREEMENT.

SUPERINTENDENT, Inflexion, and RCC will follow all applicable federal and state laws that protect student personal information (e.g., FERPA, PPRA), including maintaining appropriate physical, electronic, and procedural safeguards. All data will be stored on secure computer servers accessible only to the approved and trained researchers and authorized staff. All student-level data will be reported in aggregate and summaries may be provided at the school- or district-level, as applicable. At no time will individuals be identified in reports, publications, or presentations. All data will be destroyed in accordance with Department of Education, Education Innovation and Research guidelines after the end of the grant period.

Appendix. Preliminary List of School-Level and Student-Level Variables

Table 1. School-Level Dataset
School Name
Total School Enrollment
Total School Enrollment- number of female students
Total School Enrollment- number of Latinx students
Total number of girls and Latinx students enrolled in CS and/or ICT Pathway courses completing the course with a grade of 70% (C-) or higher
Percent of students eligible for free or reduced-price lunch
List of ICT pathway courses offered
List of CS courses offered
Number of ICT pathway courses offered
Number of computer science courses offered
Total Enrollment in ICT pathway courses
Total Enrollment of female students in ICT pathway courses
Total Enrollment of Latinx students in ICT pathway courses
Total Enrollment in computer science courses
Total number of female students enrolled in computer science courses
Total number of Latinx students enrolled in computer science courses
LCAP data
SPCA data
List of grant/community partners (both formal and informal)

Table 2. Student-Level Dataset
Unique student identifier
School name
Grade level of student
Gender of student

Ethnicity of student
Last reported free or reduced-price lunch program eligibility
Last reported English Language Learner status
Grade 8 English Language Arts CAASPP Scores
Grade 11 English Language Arts CAASPP Scores
Grade 8 Mathematics CAASPP Scores
Grade 11 Mathematics CAASPP Scores
Grade 8 Science (CAST) Scores
Grade 11 Science (CAST) Scores
Computer Science course enrollment*
ICT pathway course enrollment*
Computer Science course completion*
ICT pathway course completion*
Computer Science course grade(s)*
ICT pathway course grade(s)*
Computer Science course grade(s)*
ICT pathway course grade(s)*
Math course grade(s)*
Science course grade(s)*
**Note: Each course should be represented in a separate column. The variable name should include the name of the course.*

SCOPE OF SERVICES
EXHIBIT "A-3"

District Actions and Responsibilities

Project Activities: As part of the overall project, district staff, school administrators, 5C's Coaches, and teachers at participating districts and schools will be asked to engage with project activities based on their role, as noted below. These activities are only applicable to **treatment schools**.

1. District Staff
    a. Identify a primary point of contact and an alternate for all communication between the district and SUPERINTENDENT.
    b. Appoint a district-level data liaison to supply data retrieved from school and/or district-level data management systems annually to the partner organizations. This individual should have access to and be familiar with the requested data (see Appendix).
    c. Attend monthly virtual progress meetings. If the primary point of contact is unavailable, the alternate or designee will attend as the district's representative.
    d. Annually, attend at least one iteration of EIR Institute and the Community of Practice (CoP) meetings.
    e. Nominate an appropriate number of schools to serve as treatment schools; all remaining comprehensive high schools in the district will serve as part of the comparison pool, as requested.
    f. Meet all deadlines that are approved by SUPERINTENDENT and DISTRICT to ensure that the reporting process for the grant is timely.
    g. Inform SUPERINTENDENT of any event which could negatively impact or endanger the successful completion of tasks described in this AGREEMENT.
    h. Receive from SUPERINTENDENT and disburse the following school-level funds and teacher stipends on the timeline provided in section 1i:
        i. For the 2022-2023 school year, school-level funds in the amount of ten thousand dollars **($10,000.00) per year** are provided to treatment schools for expenses in support of grant-related activities (e.g. materials, activities, release time, etc.). In response to rising costs of substitutes, the funds for the 2023-2024 will be increased to **seventeen thousand five hundred dollars ($17,500)** for the 2023-2024 school year. For the 2024-2025 school year, funds will be increased to **twenty thousand dollars ($20,000) per year**.
            1. Funds must be used in a way that follows the Education General Administrative Regulations (EDGAR) and 2 CFR Part 200 Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards (CFDA #84.411C).
            2. DISTRICT is required to report back to SUPERINTENDENT on how these funds were spent, using "Expenditure Report" form, which is attached hereto as Exhibit "b".
            3. DISTRICT may also claim fringe benefits for stipends paid to certificated and classified DISTRICT employees. For the **2023-2024 school year, fringe benefits and stipends combined NTE $186,500**. For the **2024-2025 school year, fringe benefits and stipends combined NTE $256,000**.

ii. Teacher stipends not to exceed the amount of four thousand seven hundred fifty dollars (**$4,750.00**) **for the 2022-23 school year**, and not to exceed five-thousand, six-hundred, seventy dollars (**$5,670.00**) **for the 2023-24 & 2024-25 school years per teacher** are provided to participating teachers at treatment schools during their primary year of participation, **upon successful completion of all of the activities listed under the Teachers heading below**.
    1. For educators who are unable to attend the EIR Institute during the summer (outside of contract hours), the stipend will be reduced by an amount mutually agreed upon by the SUPERINTENDENT and the DISTRICT. The stipend amount reduced, to offset the cost of substitute coverage with benefits if necessary, will be instead retained by the DISTRICT.
    2. If an educator does not have an opportunity to attend the EIR Institute during the summer (e.g. was not yet hired by DISTRICT, was reassigned after the summer opportunity to the intervention grade level by DISTRICT, etc.), the participating educator's stipend will **not** be reduced by the cost of the substitute. Instead, the funds for the substitute will be paid for through the site-level funds.
    3. Though evaluation activities comprise a relatively small percentage of the project hours, they are integral to the success of this Education, Innovation and Research grant. As such, teachers are required to administer the evaluation activities during the instructional day, including make-up opportunities for absent students who miss the initial administration of evaluation activities. At the discretion of the SUPERINTENDENT, teachers who do not complete the required may have their third (of three) stipends withheld until activities are completed.

iii. Teacher Leads will receive an **additional stipend** not to exceed the amount of two-thousand five-hundred twenty dollars (**$2,520.00**) **per year,** to continue **participation in all of the activities listed under the Teacher Leads heading below.** If the Teacher Lead for a participating site is also simultaneously serving as a participating teacher (e.g. delivering intervention activities for the targeted cohort), their additional stipend, beyond the amount given to participating teachers, will instead be only $500 upon successful completion of the Teacher Lead duties.

iv. Computer Science Teachers will begin participation in the project during the Spring 2024 semester, prior to their **first full or primary year of participation. An additional stipend** not to exceed the amount of one-thousand, three-hundred, fifty dollars (**$1,350.00**) is provided to **computer science teachers who participate in the following activities during Spring 2024**:
    1. Community of Practice (CoP) - (16 hours)
    2. Evaluation Activities (estimated at 3 hours)

v. 5C's Coach stipends not to exceed the amount of Nine thousand seven hundred fifty dollars (**$9,750.00**) **for the 2022-23 school year**, will be provided to participating 5C's Coaches at treatment schools upon successful completion of all of the activities listed under the 5C's Coaches heading below.
    1. As described below in the "School Administrators" and "5C's Coaches" role sections, at the end of the 2022-2023 school year,

the SUPERINTENDENT and DISTRICT reconvened and selected scenario (3) "5C's coaches discontinue participation altogether in the grant for the 2023-24 and 2024-25 school years" from the list of options.

2. No additional stipends will be paid to 5C's coaches beyond the 2022-23 school year.

vi. Site-Administrator stipends not to exceed five thousand five hundred dollars (**$5,500.00**) **for the 2023-24 school year**, and not to exceed three thousand dollars (**$3,000.00) for the 2024-25 school year**, will be provided to participating site-administrators at treatment schools upon successful completion of all activities listed under the Site-Administrator heading below.

vii. Beginning in 2023-2024 and continuing through the 2024-2025 school year, The primary point of contact identified in (a) by DISTRICT will receive a stipend not to exceed five-thousand, eight-hundred, fifty dollars ($5,850) for completion of the duties outlined in "District Staff".

viii. Beginning in 2023-2024 and continuing through the 2024-2025 school year, the District-level data liaison will receive a stipend of $750 for completion of duties outlined in "District Staff" above.

i. Stipends will be provided to participants on the following timeline for the 2023-2024 school year. Stipend timeline for 2024-2025 will be mutually agreed upon by SUPERINTENDENT and DISTRICT and will not necessitate an amendment to this agreement.

i. Stipend #1 Window: Grant activities between 8/1/2023 and 10/15/2023
ii. Stipend #2 Window: Grant activities between 10/16/2023 and 2/11/2024
iii. Stipend #3 Window: Grant activities between 2/12/2024 and 5/19/2024
iv. Participants who have extenuating circumstances that prohibit their attendance at the scheduled synchronous activities will have opportunities to complete alternate engagement activities during the stipend window during which the event took place. Successful completion of the alternate engagement activities (excluding evaluation activities) within the window of time specified above will ensure that participants remain eligible to receive their stipends.

2. School Administrators

a. **Identify at least one, but up to two, school leader representatives** to lead grant efforts at the school level. This must include at least one site administrator.

b. **Establish a Grant Team (GT)** that will be the intervention focal point, receiving professional development and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and the Inflexion Approach (via Portico).

i. For the 2022-2023 academic year, the GT will be composed of:
   1. One (1) 5C's Coach from each treatment school.
   2. The entire Integrated Math I teaching team.
   3. Science teachers serving 9th-grade students who voluntarily elect to join the GT.

ii. For the 2023-2024 academic year, the GT will be composed of:
   1. The entire Integrated Math II teaching team or similar team, serving primarily 10th-grade students, chosen by mutual agreement by DISTRICT and SUPERINTENDENT
   2. Science teachers serving 10th-grade students who voluntarily elect to join the GT or similar group, serving primarily 10th-grade

students, chosen by mutual agreement by DISTRICT and SUPERINTENDENT
3. One to two Math I Leads from each treatment school, chosen to serve in this capacity amongst Teachers who participated during the 2022-2023 school year.
4. At least one Computer Science Teacher who will join only the GT for purposes of joining only the CoP during Spring 2024.

iii. For the 2024-2025 academic year, the GT will be composed of:
1. At least one Computer Science Teacher per treatment school-site.
2. Math and Science Teachers serving primarily 11th-grade students - optional/voluntary participation option to be determined by mutual agreement between DISTRICT and SUPERINTENDENT at a later date. If this option is selected, stipend amounts and responsibilities will mirror those outlined for the 2023-2024 academic year.
3. One (1) to two (2) Math I Leads from each treatment school, continuing to serve in this capacity from the 2023-2024 school year.
4. One (1) to two (2) Math II Leads (or similar based upon mutual agreement) from each treatment school, chosen to serve in this capacity amongst Teachers who participated during the 2023-2024 school year.

c. Provide **necessary facilities** to carry out the project and evaluation as described.
d. Complete **assigned evaluation activities (estimated at 4 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.
e. Beginning in 2023-2024 and continuing through 2024-2025, participate in **monthly Portico coaching sessions**. Portico work is estimated at 53 hours for 2023-2024 and 26 hours for 2024-2025.
f. In order to stay current on grant activities, School Administrators are encouraged to attend the quarterly CoP meetings with their participating teachers.
g. Provide **documentation/artifacts of school-level student supports** (ongoing as needed, Years 1-3).
h. Meet all deadlines to ensure that the reporting process for the grant is timely.
i. Inform SUPERINTENDENT of any event which could negatively impact or endanger the successful completion of tasks described in this AGREEMENT.

3. 5C's Coaches (pertains to the 2022-2023 school year only)
a. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.
b. Participate in the **Summer EIR Institute (12 hours)**, in which educators will convene in person for professional development, and to begin unit development. Educators will be introduced to the ideas and practices surrounding computational thinking (CT). As an integral part of the institute, educators will have multiple opportunities to collaborate and brainstorm with other members of their teams.
c. Participate in **Community of Practice (CoP) (12 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).

i. Each school year of project implementation will include attendance and participation in eight (8) 1-hour virtual CoP meetings organized by SUPERINTENDENT.
ii. Educators who are unable to attend the scheduled CoP meetings will attend make-up session(s) as agreed upon with the SUPERINTENDENT team. All sessions must be completed by June 30th of each school year.

d. **Collaborate with and assist Teacher teams as they develop, implement, and evaluate two (2) CT-infused units (24 hours)** of instruction that meet existing course requirements and expectations. Units will present opportunities to enhance overall student learning by bringing computational thinking (CT) to the forefront of the curriculum and presenting all students with multiple opportunities to build a sense of identity around CT, computer science, and STEM. For each unit, teachers will participate in both a lesson study process and a data drive dialogue session focused on student outcomes.
e. Complete **assigned evaluation activities (4 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below
f. Participate in **monthly Portico coaching and cohort activities** during the 2022-23 school year (Year 1). This will account for approximately **20-25 hours per year during the 2022-23 school year**.
g. DISTRICT and SUPERINTENDENT, by mutual agreement, will reconvene at the end of the 2022- 23 school year to determine which of the following scenarios below is most appropriate for the five C's coaches continued participation in the Portico portion of the project for the 2023-24 and 2024-25 school years. to the greatest extent possible, and when within the control of the district, the desire is to have the greatest consistency possible for Portico participation.
    i. Scenarios for 5C's Coaches Participation in 2023-24 and 2024-25 school years:
        1. 5C's coaches continue in the same capacity as they did during the 2022-23 school year as described above in (f). This will account for approximately 20-25 hours per year during the 2023-24, and 2024-25 school years.
        2. 5C's coaches transition to a supporting role in which they participate in **monthly Portico coaching sessions** with the Site Administrator. this will account for approximately **10 hours per year during the 2023-24 and 2024-25 school years**. 5C's coaches will continue to have on-demand access to the full Portico suite of services (professional learning modules, a resource toolkit, peer coaching sessions, and peer-led webinars).
        3. 5C's coaches discontinue participation altogether in the grant for the 2023-24 and 2024-25 school years.

4. Teachers
    a. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.
    b. Participate in the **EIR Institute (12 hours)**, in which educators will convene in person for professional development, and begin unit development. Educators will be introduced to the ideas and practices surrounding computational thinking (CT). As an integral part of the institute, educators will have multiple opportunities to collaborate and brainstorm with other members of their teams.

c. Participate in **Community of Practice (CoP) (24 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).
    i. Each school year of project implementation will include attendance and participation in CoP meetings organized by SUPERINTENDENT. For the 2023-24 school year, four (4) quarterly meetings are planned.
    ii. To the extent practicable and in the event that teachers are called back to the classroom due to sub-shortage and/or other issue, SUPERINTENDENT and DISTRICT will reschedule the meeting date(s) to take place within four (4) weeks of the originally scheduled meeting. This may impact stipend disbursement dates, subject to school board meeting dates and docket deadlines.
    iii. Should a teacher be absent on the day of a scheduled CoP meeting or attendance not be possible because of unforeseen substitute issues, SUPERINTENDENT agrees to provide comparable make-up activities, and DISTRICT agrees to provide a make-up release day for the teacher.
d. Complete four **"What's the Idea?" (16 total hours)** follow-on assignments between each CoP meeting to provide continuity between quarterly CoP meetings.
e. **Develop, implement, and submit two (2) CT-infused units (12 hours)** of instruction that meet existing course requirements and expectations. Units will present opportunities to enhance overall student learning by bringing computational thinking (CT) to the forefront of the curriculum and presenting **all** students with multiple opportunities to build a sense of identity around CT, computer science, and STEM. For each unit, teachers will participate in both a lesson study process and a data driven dialogue session focused on student outcomes.
f. Complete **assigned evaluation activities (estimated at 3 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.

5. Teacher Leads
    a. Are defined as participating classroom educators who continue engaging in select project activities **beyond their initial year of participation.**
    b. Up to two (2) participating Integrated Math I Teachers will be selected from each school site to serve as Teacher Leads after the completion of their initial year of participation, and will continue participation in select project activities during the 2023-24 & 2024-25 school years (Years 2-3).
    c. Up to two (2) participating Integrated Math **II** Teachers (or other similar content area) will be selected from each school site to serve as Teacher Leads after the completion of their primary year of participation, and will continue participation in select project activities during the 2024-25 school year (Year 3).
    d. Participate in the **Grant Team (GT)** that will be the intervention focal point, receiving professional learning and engaging in Communities of Practice focused on computational thinking, the CA MTSS Framework, and transforming the student experience.
    e. Participate in **Community of Practice (CoP) (24 hours)** to support prototyping and testing of innovations at identified sites, and review data for continuous improvement and iterative innovation design (Years 1-3).
        i. Each school year of project implementation will include attendance and participation in CoP meetings organized by SUPERINTENDENT. For the 2023-24 school year, four (4) quarterly meetings are planned.

ii. To the extent practicable and in the event that teachers are called back to the classroom due to sub-shortage and/or other issue, SUPERINTENDENT and DISTRICT will reschedule the meeting date(s) to take place within four (4) weeks of the originally scheduled meeting. This may impact stipend disbursement dates, subject to school board meeting dates and docket deadlines.

iii. Should a teacher be absent on the day of a scheduled CoP meeting or attendance not be possible because of unforeseen substitute issues, SUPERINTENDENT agrees to provide comparable make-up activities, and DISTRICT agrees to provide a make-up release day for the teacher.

f. Serve as the school-site liaison for data collection purposes, including but not limited to facilitating student-facing evaluation activities, scheduling site visits, and scheduling focus group meetings.

g. Complete any **assigned evaluation activities (3 hours)** that may include, but are not limited to, the items described in "Direct Data Collection Activities" below.

Direct Data Collection Activities (connected to project activities): The SUPERINTENDENT has entered into an AGREEMENT with Educational Policy Improvement Center DBA Inflexion, Inc (Inflexion) to provide professional learning services for site administrators and implementation evaluation services. In order to conduct the implementation evaluation, Inflexion will need to collect data from key stakeholder groups. These groups will be asked to participate in direct data collection based on their school role, as noted below. These data collection activities are only applicable to **treatment schools**.

1. School-Level Point of Contact
    a. Distribute and collect parent/student consent and assent using materials provided by Inflexion staff.
    b. Oversee administration of surveys as needed (e.g., provide survey links to students, and teachers).
    c. Oversee distribution/administration of CT Test for students, as needed.
    d. Assist in recruitment and scheduling for school-based classroom observations, interviews, and focus groups.
    e. Assist with and serve as a liaison for school-based project coordination activities (e.g., recruitment and reminders, collecting extant data, etc.).
2. School Administrators (Years 1-3, at the end of the year)
    a. Participate in Drivers Best Practices Assessment.
    b. Participate in Coherence Check.
    c. Participate in annual interviews.
    d. Participate in annual teacher and/or Grant Team interviews/focus groups, if selected (Years 2–3 at the end of the year).
3. 5C's Coaches
    a. Participate in Drivers Best Practices Assessment (Year 1 at the end of the year).
    b. Participate in Coherence Check (Year 1 at the end of the year).
    c. Complete an annual teacher survey, including a baseline survey and end-of-year surveys (Year 1).
    d. Participate in annual teacher and/or Grant Team interviews/focus groups, if selected (Year 1).
    e. Complete event evaluation forms after professional learning activities (Year 1, ongoing).
4. Teachers (including Teacher Leads)
    a. Complete an annual teacher survey, including a baseline survey and an end-of-year survey for each year of participation (Years 1–3)

b. Participate in annual teacher and/or Grant Team interviews/focus groups, if selected (Years 1–3 at the end of the year)
c. Allow Inflexion evaluators to conduct annual classroom observations, if selected (Years 1–3 each Spring)
d. Complete event evaluation forms after professional learning activities (Years 1–3 ongoing)

5. Students (9th-grade cohort starting in the 2022-23 academic year)
    a. Complete an annual student survey including a baseline survey and an end-of-year survey for each year of participation (Years 1–3)
    b. Participate in annual focus groups, if selected (Years 1–3 at the end of the year)
    c. Complete an annual Computational Thinking Test including a baseline assessment and an end-of-year assessment for each year of participation (Years 1–3)

School/District Level Data (supplied annually): To conduct the implementation and impact evaluations, the district will need to supply the partner organizations with project-specific data, school-level data, and student-level data on an annual basis by January 31st. A preliminary detailed list of school-level and student-level data can be found in the Appendix. These data are applicable to **treatment** and **comparison schools**. Project-specific data are only applicable to **treatment schools**. In addition to the annual school and student-level data pull provided annually in January, the school district will need to provide the following data in the summer of 2022: Student-level data: Unique student identifier, student demographics (school, grade, gender, ethnicity, FRL status, ELL status), and Grade 8 CAASPP Math Score. School-level data: Historical Grade 11 CAASPP Math Scores (2019-2022).

1. Community of Practice Data
    a. Agendas and meeting schedules
    b. Documents/artifacts developed as part of the CoP
    c. Number of hours offered
    d. Number of hours attended by participants
    e. Role of attendees

2. Summer EIR Institutes

3. Role Model/Peer to Peer Data
    a. Usage data for Nepris and/or the If/Then Collection
    b. Number (count) of mentoring sessions
    c. Number of hours (duration) of mentoring sessions

4. Student-level Data
    Note: Data files will include all students entering the 9th grade in 2022 at treatment and comparison schools. Data will need to be de-identified for comparison group students but may include identifying information for participating students depending on the informed consent. Students enrolled in schools that do not participate in the intervention will be drawn from to create the comparison sample for the impact evaluation.
    a. Unique Student Identifier
    b. Student demographics (school, grade, gender, ethnicity, FRL status, ELL status)
    c. Grade 9-11 student CS & ICT course/pathway enrollment, completion, and performance
    d. Grade 9-11 student grades in math, science, computer science, and ICT pathway courses

e. Grade 8 and 11 CAASPP scores for ELA, math, and science (CAST)

5. School-level data
    a. School-level demographics (school name, percent of students eligible for FRL, total enrollment, female student enrollment, Latinx student enrollment)
    b. CS & ICT course/pathway offerings and enrollment (number and list of ICT/CS courses, overall and subgroup enrollment)
    c. Number of girls or Latinx students enrolled in CS and or ICT pathway courses that complete the course with a grade of 70% or higher
    d. LCAP data, CAASPP data, including historical CAASPP data (2012-2022)
        1. Historical CAASPP data: yearly 11th-grade math score average, standard deviation, and the number of students represented.
    e. List of grant/community partners (both formal and informal) for participating schools, updated annually

Coordination:

To carry out and fulfill the aims of this AGREEMENT, the partner organizations will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. The partner organizations also request a district-level and school-level point of contact to assist with the implementation and impact evaluation activities. The responsibilities of each of these roles are detailed below.

The primary points of contact for the partner organizations are listed below.

Orange County Superintendent of Schools	Educational Policy Improvement Center DBA Inflexion, Inc.	Silvana McCormick DBA Redwood Consulting Collective, Inc.
Holly Steele Administrator, Educational Services hsteele@ocde.us (714) 966-4092	Dr. Jessica Jacovidis Principal Researcher jessica.jacovidis@inflexion.org (541) 246-2643	Dr. Silvana McCormick Executive Director silvana@redwoodconsulting.org (707) 548-9398

School-based Point of Contact: Beyond data sources for the implementation evaluation analyses, Inflexion requests that a Point of Contact at each school be established who will be responsible for assisting in the following evaluation activities:

- Collect and return parent/student consent and assent using materials provided to them by Inflexion staff
- Oversee administration of surveys as needed (e.g., provide survey links to students, teachers)
- Oversee distribution/administration of CT Test for students, as needed
- Assist in recruitment and scheduling for school-based classroom observations, interviews, and focus groups
- Assist in and serve as a liaison for school-based project coordination activities (e.g., recruitment and reminders, collecting extant data, etc.)

District-based Point of Contact: The SUPERINTENDENT has entered into an AGREEMENT with Silvana McCormick DBA Redwood Consulting Collective, Inc. (RCC) to provide impact

evaluation services. Additionally, the SUPERINTENDENT has entered into an AGREEMENT with Educational Policy Improvement Center (EPIC) DBA Inflexion to provide implementation evaluation services. To assist us in securing school- and student-level data required for the evaluation, RCC and Inflexion request that a Point of Contact at DISTRICT be established who will be responsible for assisting in the following evaluation activities:

- Serve as the data liaison to supply data retrieved from school and/or district level data management systems annually to the partner organization.
- Report on the *availability* of the requested variables within 3 months of MOU execution.
- Create a unique ID for each student using a formula that is not shared with SUPERINTENDENT, Inflexion, or RCC and ensure that this formula is securely documented and applied annually to all student-level data supplied as part of this project to allow for tracking over time. *Note: this ID number cannot be the student ID that the school or district uses to track students.*
- Supply all requested data in the format requested by RCC annually for the duration of the project, no later than January 31st each year.
- Coordinate with RCC on the most appropriate way to transfer data.
- SUPERINTENDENT and RCC will provide the district data liaison with technical assistance as needed.

Confidentiality and Data Security:

During project activities and evaluation, it is possible that individuals from the participating school district may disclose confidential information that they would not want shared outside the partner organizations. The partner organizations will take all steps necessary to make sure that data are kept confidential. Data will not be shared or discussed with anyone outside of the approved project team members and evaluators and bound by this AGREEMENT.

SUPERINTENDENT, Inflexion, and RCC will follow all applicable federal and state laws that protect student personal information (e.g., FERPA, PPRA), including maintaining appropriate physical, electronic, and procedural safeguards. All data will be stored on secure computer servers accessible only to the approved and trained researchers and authorized staff. All student-level data will be reported in aggregate and summaries may be provided at the school- or district-level, as applicable. At no time will individuals be identified in reports, publications, or presentations. All data will be destroyed in accordance with Department of Education, Education Innovation and Research guidelines after the end of the grant period.

Appendix. Preliminary List of School-Level and Student-Level Variables

Table 1. School-Level Dataset
School Name
Total School Enrollment
Total School Enrollment- number of female students
Total School Enrollment- number of Latinx students
Total number of girls and Latinx students enrolled in CS and/or ICT Pathway courses completing the course with a grade of 70% (C-) or higher
Percent of students eligible for free or reduced-price lunch
List of ICT pathway courses offered
List of CS courses offered
Number of ICT pathway courses offered
Number of computer science courses offered
Total Enrollment in ICT pathway courses
Total Enrollment of female students in ICT pathway courses
Total Enrollment of Latinx students in ICT pathway courses
Total Enrollment in computer science courses
Total number of female students enrolled in computer science courses
Total number of Latinx students enrolled in computer science courses
LCAP data
SPCA data
List of grant/community partners (both formal and informal)

Table 2. Student-Level Dataset
Unique student identifier
School name
Grade level of student
Gender of student

Ethnicity of student
Last reported free or reduced-price lunch program eligibility
Last reported English Language Learner status
Grade 8 English Language Arts CAASPP Scores
Grade 11 English Language Arts CAASPP Scores
Grade 8 Mathematics CAASPP Scores
Grade 11 Mathematics CAASPP Scores
Grade 8 Science (CAST) Scores
Grade 11 Science (CAST) Scores
Computer Science course enrollment*
ICT pathway course enrollment*
Computer Science course completion*
ICT pathway course completion*
Computer Science course grade(s)*
ICT pathway course grade(s)*
Computer Science course grade(s)*
ICT pathway course grade(s)*
Math course grade(s)*
Science course grade(s)*
**Note: Each course should be represented in a separate column. The variable name should include the name of the course.*

Education Innovation and Research

Building Toward Computer Science Equity and Inclusion: Developing an Ecosystem of Supports

EXPENDITURE REPORT

Return completed report form to:
Gfernandez@ocde.us

District
Address
Address

Check Quarter for this report:
☐ Quarter 1 & 2 Due January 31, (Year)
☐ Quarter 3 & 4 Due July 31, (Year)

CATEGORY	CURRENT YEAR APPROVED BUDGET	ACTUAL EXPENDITURES			
		QUARTER 1 & 2 July 1 - Dec 31, (Year)	QUARTER 3 & 4 Jan 1 - June 30, (Year)	Year-to Date Total Expenditures	Remaining Current Year Allocation
1000 Certificated Salaries				-	-
2000 Classified Salaries				-	-
3000 Employee Benefits				-	-
4000 Books & Supplies				-	-
5000-5999 Services and Other Operating				-	-
7000 Indirect Charges (*See note below) Indirect Rate: __%_____				-	-
Totals	-	$ -	$ -	$ -	$ -

Submit Expenditure Report with a copy of a general ledger. See MOU for a list of acceptable documentation. An Expenditure Report must be submitted even if there were no expenditures in the Quarter.

*** INDIRECT COST RATE FOR YEAR __:** Per CDE approved indirect rate.

I certify that the expenditures reported above have been made, and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines, and that the full records of receipts and expenditures have been maintained and are available for audit. All signatures are required.

Coordinator Name and Title	Phone Number	Coordinator Signature	Date
		X	

Fiscal Services Name and Title	Phone Number	Fiscal Services Signature	Date
		X	

Submit Budget and Expenditure Invoice with required back-up documentation of reported expenses to Gfernandez@ocde.us

AGREEMENT NUMBER 10004484

AGREEMENT FOR PROVISION OF
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of November 2023, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa California 92626, hereinafter referred to as "SUPERINTENDENT", and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for the Orange County Friday Night Live Partnership (OCFNLP) Grant; and

WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer Orange County Friday Night Partnership services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT for the provision of Orange County Friday Night Live Partnership advisor stipends in order to comply with the SUPERINTENDENT's Agreement with COUNTY to provide comprehensive primary prevention programs to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on November 1, 2023, and will diligently perform as required and complete performance by June 30, 2024, subject to termination as set forth in this AGREEMENT.

2.0 SCOPE OF WORK.

A. SUPERINTENDENT hereby engages DISTRICT as an independent CONTRACTOR to perform the following described in the "School-Based Chapters", which is attached hereto as Exhibit "A" and incorporated herein by this reference. SUPERINTENDENT shall provide advisor stipends to designated Orange County Friday Night Live chapter advisor(s) at: Dale Junior High School, Lexington Junior High School, South Junior High School, Cypress High School, Gilbert High School, Kennedy High School, Loara High School, Magnolia High School, & Savanna High School. DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth for the Division of Educational Services.

B. DISTRICT hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this AGREEMENT, and DISTRICT acknowledges that SUPERINTENDENT shall rely on such representations by DISTRICT. Acceptance by SUPERINTENDENT of the services performed under this AGREEMENT shall not operate as a

release of DISTRICT from responsibility for such services. To the extent DISTRICT assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed Ten thousand eight hundred dollars ($10,800.00) for services satisfactorily performance and reporting of requirements set forth in Section 2.0 of this AGREEMENT. **Reimbursement for Advisor Stipends shall be made at the maximum rate of One thousand two hundred dollars ($1,200.00) for each eligible school chapter. Verification and completion of all activities by June 1, 2024, is required to receive a full stipend.** Payment to DISTRICT shall be made upon receipt and approval of an itemized invoice. **DISTRICT'S invoice is due to SUPERINTENDENT no later than June 30, 2024.** DISTRICT'S expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to administration, use, and accounting for public funds. DISTRICT'S itemized invoice shall provide a detailed description of services provided, dates the services were performed, supported by documentation which shall include, but not be limited to: ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. Payment shall be mailed to: Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, or at such other place as DISTRICT may designate in writing.

B. DISTRICT shall not claim reimbursement for food, equipment purchases, or services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

C. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

D. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by U.S. Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT in performing services for SUPERINTENDENT, except as follows: N/A.

5.0 MATERIALS. DISTRICT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property

of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express written permission. SUPERINTENDENT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the SUPERINTENDENT. DISTRICT agrees that Title 37 Code of Federal Regulations (CRF) Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," shall apply to this AGREEMENT and that the SUPERINTENDENT shall retain rights to any resulting invention made under this AGREEMENT. DISTRICT consents to use of DISTRICT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of the SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

8.0 HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education, and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT. The DISTRICT shall also hold the SUPERINTENDENT, the Orange County Board of Education, and their officers, employees and agents, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or non-copyrighted material, patented or unpatented inventions, furnished or used, in connection with the Agreement.

9.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense, take out prior to commencing the services and maintain in full force and effect from the date of execution of this AGREEMENT until expiration of this AGREEMENT a policy or policies of insurance

covering DISTRICT'S services. DISTRICT shall furnish to SUPERINTENDENT certificates of insurance evidencing all coverage's and endorsements required hereunder. All insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverage's shall be as follows:

A. Comprehensive General Liability Insurance in an amount not less than One million dollars ($1,000,000) per occurrence, combined single limit;

B. Professional Liability insurance in an amount not less than One million dollars ($1,000,000.00) including coverage for errors and omissions caused by DISTRICT'S negligence in the performance of its duties under this AGREEMENT;

C. Comprehensive Automobile liability insurance covering all owned, non-owned and hired vehicles in an amount not less than One million dollars ($1,000,000) per occurrence;

D. Statutory Workers' Compensation Insurance;

E. An endorsement to said policy(ies) naming the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents and employees as an additional insured while rendering services under this AGREEMENT;

F. DISTRICT further agrees to provide a thirty (30) day written notice to SUPERINTENDENT of cancellation or reduction in coverage of such insurance;

G. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify SUPERINTENDENT in

writing and provide SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT stating that DISTRICT agrees to hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, employees and agents as if the insurance requirements in the above paragraphs are in full force and effect.

10.0 NON-DISCRIMINATION. DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

11.0 APPLICABLE LAWS. The services completed herein must meet the approval of the SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. Each Party agrees to

comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to this AGREEMENT. DISTRICT will be required to comply with all applicable State and Federal laws and regulations regarding this AGREEMENT and administration of programs funded with this AGREEMENT, specifically, DISTRICT will be required to comply with applicable provisions of Appendix II to Title 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

12.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the SUPERINTENDENT.

13.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS(EDGAR) REQUIREMENTS. DISTRICT will be required to comply with all applicable State and Federal laws and regulations regarding this AGREEMENT and administration of programs funded with this AGREEMENT. Specifically, the DISTRICT will be required to comply with relevant State laws and regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations governing cost principles [Office of Management and Budget (OMB) Circular A-133]. These regulations contain information regarding the programmatic requirements and the requirements for financial management maintenance of records, programmatic changes and budget revisions, contracting, and general administrative responsibilities. In addition, federal funds are also subject to the administrative requirements at 29 CFR, Part 97 for projects administered by State, local, or Indian tribal government and at 29 CFR, Part 95 for

projects administered by institutions of higher education, hospitals, or non-profit organizations, Part 96 - Audit Requirements for Grants, Contracts and other Agreements.

14.0 PERSONNEL (EDGAR §§75.515-75.519 and 2 CFR Part 200 Subpart E). The rules in Part 75 cover issues as paying consultants with grant funds waving the requirement for a full-time project director, making changes in key project staff, and prohibiting dual compensation of staff. General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the cost principles in 2 CFR Part 200 Subpart E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.

15.0 RECORDS. DISTRICT must create or otherwise prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records relating to this AGREEMENT and the services performed or to be performed pursuant to this AGREEMENT as are necessary, appropriate, or required by law ("DISTRICT Records"). DISTRICT Records must be maintained in a logical and consistent manner to facilitate filing and retrieval of documents in particular categories of information. DISTRICT Records must include, without limitation, records relating to payments made by SUPERINTENDENT to DISTRICT. DISTRICT shall at all reasonable times

give SUPERINTENDENT, United States Department of Education, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the services provided or to be provided by DISTRICT pursuant to this AGREEMENT.

16.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. Each person who has signed this AGREEMENT on behalf of DISTRICT shall be deemed and construed to have thereby certified, to the best of his or her knowledge and belief, that DISTRICT and its principals:

1. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any covered transaction by any federal department or agency;
2. within the three-year period preceding the Parties entering into this AGREEMENT have not been convicted or had a civil judgement rendered against them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state or local) with

commission of any of the offences described in paragraph B of this section; and

4. within the three-year period preceding the Parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.

17.0 ANTI-LOBBYING. If the amount payable to DISTRICT pursuant to this AGREEMENT will or may be in excess of $100,000, then, each person who has signed this AGREEMENT on behalf of DISTRICT shall be deemed and construed to have thereby certified that DISTRICT will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee or any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). DISTRICT shall disclose in writing to SUPERINTENDENT any lobbying with non-federal funds, by or on behalf of DISTRICT that takes place in connection with obtaining or attempting to obtain any federal award.

18.0 TERMINATION.

A. SUPERINTENDENT may terminate this AGREEMENT, in whole or in part, and without need for cause, by giving written notice to DISTRICT stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty (30) days after receipt of the

notice by DISTRICT. Upon any termination pursuant to this Paragraph A taking effect, DISTRICT shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay DISTRICT, in accordance with this AGREEMENT, for all work and services performed prior to termination.

B. DISTRICT shall be in default of its obligations pursuant to this AGREEMENT if DISTRICT refuses or fail to comply, or to timely comply, with any one or more of the provisions of this AGREEMENT. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to DISTRICT setting forth the nature of the default, the actions that DISTRICT must take (if there are any or any are known) in order to cure the default, and the deadline by which DISTRICT must cure the default. If DISTRICT does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this AGREEMENT, in whole or part, by giving written notice of termination to DISTRICT, and the termination shall take place effective immediately upon receipt of such a notice by DISTRICT. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by DISTRICT or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by DISTRICT, SUPERINTENDENT in its sole discretion may, by providing written notice to DISTRICT:

1. Discontinue reimbursement to DISTRICT for, and during the period in which DISTRICT is in default, the reimbursement of which CONSULTANT shall not be entitled to recover later; and/or

2. Withholding funds pending a cure for the default; and/or

3. Offset against any monies billed by DISTRICT but yet unpaid by SUPERINTENDENT.

19.0 WAIVER. Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this AGREEMENT shall be deemed or construed to preclude subsequent enforcement of that or any other provision or requirement of this AGREEMENT. Each waiver of any provision, requirement, or breach of this AGREEMENT must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.

20.0 FORCE MAJEURE.

A. In the event DISTRICT is unable to comply with any provisions of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, and other similar acts, DISTRICT shall not be held liable to SUPERINTENDENT for such failure to comply.

B. In the event SUPERINTENDENT is unable to comply with any provisions of this AGREEMENT due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for such failure to comply.

21.0 CLEAN AIR ACT. (For AGREEMENTS of amounts in excess of $100,000) (42 U.S.C. 7401 et. seq.) THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.) The DISTRICT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et.seq.) Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22.0 RIGHTS TO INVENTIONS. For the performance of experimental, developmental, or research work, the federal government and the SUPERINTENDENT shall retain rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements". The DISTRICT shall hold the SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for infringement or use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented inventions, regarding any items, article or appliance furnished or used in connection with the AGREEMENT. DISTRICT may be

required to furnish a bond or other indemnification to the SUPERINTENDENT against claims or liability for patent infringement.

23.0 CONFLICT OF INTEREST. DISTRICT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. DISTRICT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed or retained by DISTRICT.

24.0 DISPUTES. Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall in each case proceed diligently with the performance of the AGREEMENT pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.

25.0 INSPECTION AND AUDIT. The SUPERINTENDENT, Department of Justice (DOJ) State of California Department of Education, and United States

Department of Education and their respective authorized agents, shall have access, for the purpose of audit or examination, to any records of DISTRICT pertinent to this AGREEMENT. DISTRICT certifies that it will comply with the records retention requirements detailed in 2 CRF 200.333. The DISTRICT will retain all records as required by 2 CRF 200.333 for a period of three (3) years from the date of final payment under this AGREEMENT and all pending matters are closed, and for such longer period, if any, as is required by applicable statute, or by any other cause of this AGREEMENT.

26.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92803
ATTN:_____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

27.0 GOVERNING LAW; VENUE; AND SEVERABILITY. This AGREEMENT shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action arising from this AGREEMENT shall be filed and conducted only in an applicable state or federal court located in the County of Orange, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in 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 without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the AGREEMENT, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.

28.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous Understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as evidenced by the signatures below of their respective duly-authorized representatives.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINT NAME: Dr. Jaron Fried	PRINT NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Administrator
DATE: 3/8/24	DATE: November 7, 2023

Anaheim UHSD-OCFNLP Advisor Stipend-Federal(10004484)24
Zip5

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2023-2024 Participation and Stipend Requirements

This document reflects the integrity and funding requirements of the Orange County Friday Night Live Partnership (OCFNLP). Friday Night Live (FNL), Club Live, and FNL Kids chapter advisors who meet the requirements listed below have the opportunity to receive an advisor stipend. Stipends are paid though a contract between OCDE and the school district. Items listed reflect payment distribution for the 2023-2024 school year. Each component may be counted only one time. Maximum obligation is $1,200.00 per school site.

Requirement	Stipend
1. Program Administration: a. **Name** - Utilize the Friday Night Live (FNL), Club Live, or FNL Kids name for meetings, events, and activities. b. **Membership** - Maintain an FNL, Club Live, or FNL Kids chapter, including a minimum of one (1) advisor and aim to maintain a minimum of ten (10) youth. c. **Standards of Practice** - Uphold the Standards of Practice. d. **Co-Branding** - Chapters implementing FNL, Club Live, or FNL Kids as part of another leadership program must adhere to the Co-Branding Guidelines. e. **Annual Paperwork** - Submit the Advisor Profile, Chapter Application, and Participation Requirements. f. **Program Evaluation** - Administer the year-end survey to chapter youth in April 2024. Aim to have a minimum of 80% of current active chapter members participate. Online or paper surveys will be available.	$100
2. Chapter Meetings: Hold and facilitate a minimum of two (2) chapter meetings per month. Sign-in sheets or forms must be collected to document youth participation.	$100
3. Chapter Meeting & Activity Logs: Submit logs by the 5th day of the following month for all meetings and activities conducted.	$100
4. Advisor Meetings & Communication: Maintain ongoing communication with OCFNLP staff. Participate in annual school site meeting and additional meetings upon request.	$100
5. Advisor Leadership Training: Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	$100
6. Youth Leadership Workshop: Host a two-hour leadership workshop for chapter youth or participate in the countywide Youth Empowerment Training.	$100
7. Chapter Recognition Event: Participate in the Chapter Recognition Ceremony in May 2024 (advisor and chapter youth).	$100
8. Red Ribbon Week (RRW): In partnership with youth, conduct one (1) week-long RRW or substance use prevention event that results in contact with a majority of the student population by December 15, 2023. FNL Kids activities can focus on positive health choices. For credit: Submit a detailed description on Meeting & Activity Log and include photo and/or other artifacts.	$200
9. Alcohol and Other Drug Prevention Activities: In partnership with youth, implement three (3) substance use prevention activities by June 15, 2024. FNL Kids activities can focus on positive health choices. For credit: Submit a detailed description on Meeting & Activity Log and include photo and/or other artifacts.	$300

I have read and understand the requirements in this document. The principal will notify the district office of the school's participation in the Friday Night Live, Club Live, or FNL Kids program. OCDE will initiate a contract agreement with the district in order to pay the stipend.

School Cypress High School		
Print Advisor(s) Name Shelley Hawkins	Advisor(s) Signature	Date 08/25/2023
Print Principal's Name Jennifer Brown	Principal's Signature	Date 08/25/2023
District Contact Name Vicky Azevedo	District Contact Title AUHSD District Project Coordinator	

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

8/25/2023

EXHIBIT A

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2023-2024 Participation and Stipend Requirements

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Requirement	Stipend
1. **Program Administration:** a. **Name** - Utilize the Friday Night Live (FNL), Club Live, or FNL Kids name for meetings, events, and activities. b. **Membership** - Maintain an FNL, Club Live, or FNL Kids chapter, including a minimum of one (1) advisor and aim to maintain a minimum of ten (10) youth. c. **Standards of Practice** - Uphold the Standards of Practice. d. **Co-Branding** - Chapters implementing FNL, Club Live, or FNL Kids as part of another leadership program must adhere to the Co-Branding Guidelines. e. **Annual Paperwork** - Submit the Advisor Profile, Chapter Application, and Participation Requirements. f. **Program Evaluation** - Administer the year-end survey to chapter youth in April 2024. Aim to have a minimum of 80% of current active chapter members participate. Online or paper surveys will be available.	$100
2. **Chapter Meetings:** Hold and facilitate a minimum of two (2) chapter meetings per month. Sign-in sheets or forms must be collected to document youth participation.	$100
3. **Chapter Meeting & Activity Logs:** Submit logs by the 5th day of the following month for all meetings and activities conducted.	$100
4. **Advisor Meetings & Communication:** Maintain ongoing communication with OCFNLP staff. Participate in annual school site meeting and additional meetings upon request.	$100
5. **Advisor Leadership Training:** Participate in the Advisor Leadership Training. In addition, all new advisors must participate in the Advisor 101 training.	$100
6. **Youth Leadership Workshop:** Host a two-hour leadership workshop for chapter youth or participate in the countywide Youth Empowerment Training.	$100
7. **Chapter Recognition Event:** Participate in the Chapter Recognition Ceremony in May 2024 (advisor and chapter youth).	$100
8. **Red Ribbon Week (RRW):** In partnership with youth, conduct one (1) week-long RRW or substance use prevention event that results in contact with a majority of the student population by December 15, 2023. FNL Kids activities can focus on positive health choices. For credit: Submit a detailed description on Meeting & Activity Log and include photo and/or other artifacts.	$200
9. **Alcohol and Other Drug Prevention Activities:** In partnership with youth, implement three (3) substance use prevention activities by June 15, 2024. FNL Kids activities can focus on positive health choices. For credit: Submit a detailed description on Meeting & Activity Log and include photo and/or other artifacts.	$300

I have read and understand the requirements in this document. The principal will notify the district office of the school's participation in the Friday Night Live, Club Live, or FNL Kids program. OCDE will initiate a contract agreement with the district in order to pay the stipend.

School Dale		
Print Advisor(s) Name Amy Joy (Amy Joy-Lemley)	Advisor(s) Signature Amy Joy-Lemley	Date 8/22/23
Print Principal's Name Rafael Santiago	Principal's Signature	Date 8-22-23
District Contact Name Vicky Azevedo	District Contact Title AUHSD District Project Coordinator	

OC health CARE AGENCY

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

445807242023

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2023-2024 Participation and Stipend Requirements

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Requirement	Stipend
1. **Program Administration:** a. **Name** - Utilize the Friday Night Live (FNL), Club Live, or FNL Kids name for meetings, events, and activities. b. **Membership** - Maintain an FNL, Club Live, or FNL Kids chapter, including a minimum of one (1) advisor and aim to maintain a minimum of ten (10) youth. c. **Standards of Practice** - Uphold the Standards of Practice. d. **Co-Branding** - Chapters implementing FNL, Club Live, or FNL Kids as part of another leadership program must adhere to the Co-Branding Guidelines. e. **Annual Paperwork** - Submit the Advisor Profile, Chapter Application, and Participation Requirements. f. **Program Evaluation** - Administer the year-end survey to chapter youth in April 2024. Aim to have a minimum of 80% of current active chapter members participate. Online or paper surveys will be available.	$100
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3. **Chapter Meeting & Activity Logs:** Submit logs by the 5th day of the following month for all meetings and activities conducted.	$100
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I have read and understand the requirements in this document. The principal will notify the district office of the school's participation in the Friday Night Live, Club Live, or FNL Kids program. OCDE will initiate a contract agreement with the district in order to pay the stipend.

School Gilbert High School		
Print Advisor(s) Name Nikki Resch	Advisor(s) Signature N Resch	Date 8-23-23
Print Principal's Name Jose Lara	Principal's Signature JL	Date 8-23-23
District Contact Name Vicky Azevedo	District Contact Title AUHSD District Project Coordinator	

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

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ORANGE COUNTY Friday Night live PARTNERSHIP

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2023-2024 Participation and Stipend Requirements

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School: Kennedy H.S.		
Print Advisor(s) Name: Catarina Banales	Advisor(s) Signature: [signature]	Date: 9/5/23
Print Principal's Name: Seema Sidhu	Principal's Signature: [signature]	Date: 9/5/23
District Contact Name Vicky Azevedo	District Contact Title AUHSD District Project Coordinator	

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2023-2024 Participation and Stipend Requirements

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School: Lexington JHS		
Print Advisor(s) Name: AJ Dunham	Advisor(s) Signature: AJ Mayan Dunham	Date: 8-28-23
Print Principal's Name: Daniel Klatzker	Principal's Signature	Date: 8/28/23
District Contact Name: Vicky Azevedo	District Contact Title: AUHSD District Project Coordinator	

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

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ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2023-2024 Participation and Stipend Requirements

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School Loara High School		
Print Advisor(s) Name Jairo Aguayo	Advisor(s) Signature	Date 09/29/2023
Print Principal's Name Gary Brown	Principal's Signature	Date 10/4/23
District Contact Name Vicky Azevedo	District Contact Title AUHSD District Project Coordinator	

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ORANGE COUNTY Friday Night live PARTNERSHIP

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

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School Magnolia High School		
Print Advisor(s) Name Cyndi Ting & Allan Sherman	Advisor(s) Signature	Date 09/01/23
Print Principal's Name Aaron Chau	Principal's Signature	Date 9/12/23
District Contact Name Vicky Azevedo	District Contact Title AUHSD District Project Coordinator	

ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

Friday Night Live (FNL), Club Live, and FNL Kids School-Based Chapter 2023-2024 Participation and Stipend Requirements

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School Savanna HS			
Print Advisor(s) Name Veronica Alvarez		Advisor(s) Signature	Date 8/21/23
Print Principal's Name Mike Pooley		Principal's Signature	Date 8/21/23
District Contact Name Vicky Azevedo		District Contact Title AUHSD District Project Coordinator	

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ORANGE COUNTY DEPARTMENT OF EDUCATION
EDUCATIONAL SERVICES DIVISION

ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP

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School: South JHS		
Print Advisor(s) Name: Denise	Advisor(s) Signature:	Date: 10/01/23
Print Principal's Name: Yolanda Mejia	Principal's Signature:	Date: 10/01/23
District Contact Name: Vicky Azevedo	District Contact Title: AUHSD District Project Coordinator	

Orange County Friday Night Live Partnership is administered by the Orange County Department of Education with funding from the OC Health Care Agency, Alcohol and Drug Education and Prevention Team.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2024, between the Anaheim Union High School District ("District") and Center for Drug-Free Communities ("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 8, 2024 through June 30, 2024. Three (3) dates involving 6 schools: Lexington JHS and Ball JHS 4/11/24, Gilbert HS and Polaris HS 4/30/24 and Sycamore JHS and South JHS 5/9/24. Social Worker PD date to be determined.

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 Nineteen Thousand Dollars ($19,000.00) 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: Vicky Azevedo and Adela Cruz
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714.999.2437 / 714.999.7734
Email: azevedo_v@auhsd.us

Contractor
Center for Drug-free Communities
Attn: Dr. Bill Beacham
14252 Culver Drive, Suite A
Irvine, CA 92604
Phone: 714-505-4692 / 714-227-4975
Email: DrBeacham@cox.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: 3/8/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

[Center for Drug-Free Communities]

Date: 2/8/2024

By: Bill Beacham

Print Name: Bill Beacham

Title: Executive Director

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: Dr. Bill Beacham, an experienced and highly regarded TUPE consultant with the Orange County Department of Education (OCDE) and an Executive Director of the Center for Drug-Free Communities. He is the former Director of Training/Clinical Services for Care Unit Hospitals, an international consultant who has trained educators, law enforcement personnel, and parents in substance use, abuse, prevention, and treatment. He is a prevention/treatment specialist, educator, author, trainer, and a consultant of the LAPD DARE Program and the U.S. Olympic Committee in Colorado Springs. He also teaches at University of California Irvine and directs the Peer Assistance Leadership (PAL) Camps for elementary/middle/high school students and advisors. He has been a keynote speaker at many local, state and national conventions, including the "International Drug and Alcohol Conference", the National Collegiate Athletic Association (NCAA) "Drugs and Today's Athlete" Conference, the "National Student Assistance Conference" and the "National DARE Officers Association" Conference.

The contractor will provide a social worker presentation focusing on prevention of alcohol, tobacco products and other drugs as well as host leadership/teamwork camps for six (6) school sites (Lexington and Ball junior high schools, Gilbert and Polaris high schools and Sycamore and South junior high schools) at an off-site location over three event dates. As a result of these events and trainings, students and staff will gain knowledge of today's issue of addiction and information on prevention, intervention and treatment to addictions to alcohol, tobacco, and other drugs. The off-site camps are an all-day experience of building connections and focusing on teaching students perseverance, resiliency, focus, and courage in today's world with a focus on anti-tobacco/vape and substance use efforts. Finding your natural high through experiences and connections with others.

SOCIAL WORKER PROFESSIONAL DEVELOPMENT $1,500
LEADERSHIP/TEAMWORK CAMPS $5,520 x 3 CAMPS = $16,560
GRAND TOTAL = $18,060

THE COST IS NOT TO EXCEED $19,000

EXHIBIT VV

MEMORANDUM OF UNDERSTANDING
Between
ANAHEIM UNION HIGH SCHOOL DISTRICT
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
UNIVERSITY OF CALIFORNIA, IRVINE

The Memorandum of Understanding that follows is a formal agreement to work together to provide data for research purposes and provide accountability for UC Irvine programs occurring at Anaheim Union High Schools. The UC Irvine School of Education and the Center for Educational Partnerships has a longstanding partnership with Anaheim Union High School District ("The District"). The District has provided data to answer faculty and student research questions and provide program accountability in the past. This MOU will allow The District to propose research questions, which could then be answered by UC Irvine faculty and students in addition to providing accountability for UC Irvine ran programming.

THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT
The Family Educational Rights Privacy Act ("FERPA") permits the release of personally identifiable student data without prior written parental consent if the release is to "organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instructions, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representative of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted." 20 USC 1232g(b)(1)(F). each party agrees to comply with FERPA in its performance of this MOU.

DATA SHARING
To accomplish the purposes stated above Anaheim Union High School District and The Regents of the University of California, on behalf of the Center for Educational Partnerships (CFEP) at the University of California, Irvine ("University"), will share student and teacher level data for purposes of research and program evaluation. The Center for Educational Partnerships will annually inventory Anaheim Union High School District's student and teacher databases each academic year. At that time, Anaheim Union High School District and the Center for Educational Partnerships will work jointly to determine the provisions of the database requirements for delivery to the Center for Educational Partnerships. CFEP will share student and teacher level data with the UC Irvine School Education in response to research projects designed with the District.

Data Requirements and Delivery for each Academic Year
Anaheim Union High School District agrees to provide the Center for Educational Partnerships ("CFEP") with the following student and teacher level data elements ("Shared Data") for all students attending **Anaheim Union High School District:**

> Student name, student State or District ID number, date of birth, home address, gender, ethnicity, English language fluency (including redesignation dates), free and reduced lunch information, parent education level, grade level, school code, course code, classroom code, attendance, enrollment status, academic records, cumulative GPA, special education status, standardized test scores, local/interim assessments, graduation status, graduation date, language spoken at home, college clearinghouse data. Teacher name, district/employee ID number, SSN, home address,

certifications, experience, hiring information, separation information, absence type (e.g., personal leave, illness, professional development, family medical leave, jury duty, etc.), the total absence duration, whether the absence was full-day or part day, whether the absence was covered by a substitute or some other way (e.g. kids divided into other classrooms, class covered by administrator, or if it had no sub/other coverage), gender, ethnicity, attendance, evaluations, classroom code.

Additional data elements not described herein will be reviewed on a case-by-case basis and provided through mutual agreement.

Student and teacher data will be delivered using a secure server file transfer protocol (FTP) directly from Anaheim Union High School District to the Center for Educational Partnerships.

With AUHSD's approval, AUHSD data may be matched to other administrative data. In these instances CFEP shall use a secure, mutually agreed upon means and schedule of transferring confidential information.

The Center for Educational Partnerships agrees to share with Anaheim Union High School District statistical and/or research findings generated by the Center for Educational Partnerships from the Shared Data.

CONFIDENTIALITY

Student records contain sensitive information, the disclosure of which is governed by California Education Code section 49060 et seq. and implementing regulations contained in title 5 of the California Code of Regulations, "Directory information," as defined in Education Code section 49061, subdivision (c) may be released pursuant to Governing Board policy.

Pupil record information, as defined in Education Code section 49061, subdivision (b), may be released by the College on a limited basis. The parties agree and acknowledge that the Center for Educational Partnerships, acting on behalf of UCI, is an "*organization conducting studies for, or on behalf of, educational agencies or institutions for the purpose of…improving instruction*," and on that basis the District shall provide the pupil record information to Center for Educational Partnerships. The sole use of the student data will be for research and educational program evaluation for programs directly related to the improvement of instruction in the District.

In accordance with the Education Code section 49076, subdivision (b)(5), Center for Educational Partnerships shall not use pupil record information in any manner that will permit the personal identification of students by persons other than representatives of the Center for Educational Partnerships or others authorized by AUHSD. Teacher data will have the same protections. All data will be stored in a secure area in a locked office at the Center for Educational Partnerships. All data collected will remain confidential, and any reports generated from the data will be made in aggregate form to ensure that student or teacher identifiers, such as name and identification number are not disclosed to others besides representatives of the Center for Educational Partnerships and others authorized by AUHSD. Student and teacher identifiers will be used for longitudinal data tracking and data linking only.

The Center for Educational Partnerships shall not release or disclose any student information to any outside research department, institution, school or individual not mentioned in the agreement under any circumstances, without express written approval of the District. Projects requiring the sharing of personal identifiable information will be clearly explained in the application to AUHSD. The Center for

Educational Partnerships shall destroy all student and teacher data when no longer needed for program evaluation purposes.

Notwithstanding, the District grants to the University the right to use the Shared Data for the University's lawful education and research purposes. This grant shall include, but not limited to, the use of de-identified Shared Data as part of the University's published works in accordance to and compliant with the terms in this section. The de-identification of the Shared Data shall include the removal of the school district, student, and teacher identification information.

TERMS
This Memorandum of Understanding shall become effective immediately when signed and remain in effect **until December 31, 2028,** with the possibility of renewal.

TERMINATION
This MOU may be terminated prior to the end of the term at the request of any party. The party initiating the termination shall provide written notice of its intent to terminate at least sixty (60) days prior to its intention to terminate. If the cause for termination is noncompliance, the party in default shall be given sixty (60) days to cure the default. Each party reserves the right, however, to determine if an effective cure can be implemented, and to terminate if and when it has an institutional need to do so.

INDEMNIFICATION
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, shall defend, indemnify and hold harmless District, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, or agents.

District, shall defend, indemnify and hold harmless THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties and obligation 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 MOU shall be maintained by Orange County, California.

ATTORNEY'S FEES
If either party files any action or brings any proceedings against the other arising out of this MOU, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgement. No sum for attorney's fees shall be counted in calculating the amount of a judgement for purposes of determining whether a party is entitled to its costs or attorney's fees.

AMENDMENT
This Memorandum of Understanding may be amended only by written instrument signed by duly authorized representatives of the Anaheim Union High School District and The Regents of the University of California, on behalf of the University of California, Irvine.

NOTICES
Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Center for Educational Partnerships
University of California, Irvine
120 Theory, Suite 150
Irvine, CA 92697-2505

To: Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

ADMINISTRATION OF AGREEMENT
The Anaheim Union High School District designates Dr. Jason Fried, his/her designee to represent the District in all matters pertaining to this Memorandum of Understanding. The Regents of the University of California, designates the undersigned or his/her/their designee to represent the University in all matters pertaining to this Memorandum of Understanding.

SEVERABILITY
The invalidity in whole or in part of any provision of this Memorandum of Understanding and Contact shall not void or affect the validity of any other provision of this agreement.

IN WITNESS THEREOF, The Regents of the University of California, Irvine, and Anaheim Union High School District have executed this Memorandum of Understanding and Contract as of the date first written above.

Wanda Seang

Dr. Jaron Fried
Assistant Superintendent
Anaheim Union High School District

3/8/24
Date

Wanda Seang
Ancillary Agreements Officer
University of California, Irvine

2/7/2024
Date

Erik Greenwood
Chief Technology Officer
Anaheim Union High School District

3/8/24
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2024, between the Anaheim Union High School District ("District") and Chance Theater ("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 8, 2024, through June 30, 2024.

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 Sixteen Thousand Dollars ($16,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

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

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

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

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

10.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

10.1.1 General Liability. One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

Professional Services Contracts - (including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants or others who work on developing outcomes and make recommendations for strategic planning specific to the department or District)

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

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

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

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such

time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

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

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: Hernandez_r@auhsd.us

Contractor
Chance Theater
Attn: Oanh Nguyen
5522 E. La Palma Ave.
Anaheim, CA 92807
Phone: (888) 455-4212
Email: onguyen@chancetheater.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: 3/8/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Chance Theatre

Date: 2/7/24

By: 

Print Name: Oanh Nguyen

Title: Artistic Director

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:

Chance Theater, named by the Anaheim City Council as "The Official Resident Theater Company of Anaheim, is one of the leading ensemble-driven theatre companies in Southern California and whose mission is to contribute to a more connected, compassionate, and creative community. They accomplish this by producing powerful, socially-conscious, provocative, intimate theater experiences; generating participation and dialogue between our diverse communities; nurturing and supporting local artists; inspiring and empowering creative young minds; and promoting anti-racist and anti-oppression practices to ensure equity, diversity, and inclusion

This collaboration between Chance Theater and District arts programs is part of a strategic new partnership to expand arts education realizing the vision of Proposition 28 to supplement arts education funding in K-12 schools in California.

Developed jointly by Chance Theater and District arts teachers, the "Speak Up" theater residency program will empower students to find their unique voice and talent. They'll create and share their own written stories, discovering the art of elements of storytelling, culminating in a showcase where students present their stories.

Chance Theater will provide teaching artists and will work jointly with District teachers at Anaheim High School and Brookhurst Junior High School to create a scalable, eight-week residency program that we will be able to utilize to generate student interest in theater and/or dance at campuses that are not currently served by theater or dance courses. The residency will consist of 18 days of student instruction and teacher collaboration per campus along with a culminating campuswide performance. These 36 total sessions will take place between March 8, 2024, and June 30, 2024.

The cost of this program is $8,000 per campus for a total of $16,000. Funding will be allocated from the portion of each site's Arts and Music in Schools/Proposition 28 (AMS) funds which are specifically allocated for arts partnerships, supplies, and materials. There is no impact to the general fund.

EXHIBIT XX

Research Subaward Agreement
Amendment

Pass-Through Entity (PTE)		Subrecipient
CSU Fullerton Auxiliary Services Corporation	Entity Name	Anaheim Union High School District
1121 N. State College Blvd. Fullerton, CA 92831-3014	Address including City, State, Zip+4 (Country, if non-US)	501 Crescent Way Anaheim, CA 92801
David Chenot	Principal Investigator	Scott Reindl
PTE Federal Award No: 1D18HP32119	Amendment No: 07	Federal Awarding Agency: Health Resources and Services Admininstration

Project Title: Health Careers Opportunity Program

Subaward Period of Performance:	Amount Funded This Action:	Subaward No:
Start Date: Sep 1, 2018 End Date: Aug 31, 2024	-$ 1,167.84	S-6874-AUHSD

Effective Date of Amendment:	Total Amount of Federal Funds Obligated to Date:	Subject to FFATA:
Sep 1, 2023	$ 130,415.64	☑ Yes ☐ No

Amendment(s) to Original Terms and Conditions
This Amendment revises the above-referenced Research Subaward Agreement as follows:

Action:

1. Period of Performance extended through August 31, 2024.

2. Modifies scope of work and budget per attachment.

3. Amount available for 2023-2024 budget period is $18,000

4. Total Amount of Federal Funds Obligated to date is reduced by 2022-2023 unspent balance of $19,167.84, increased by $18,000 for 2023-2024, net reduction of $1,167.84.

5. Monthly reporting requirements include: 1) Progress made on all deliverables.

6. Annual reports are due in April-May (non-competing continuation) and July (Final Performance Report).

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE:	By an Authorized Official of Subrecipient:
Name: Charles D. Kissel	Name: Dr. Jaron Fried
Title: Executive Director	Title: Assistant Superintendent, Ed. Division
Date:	Date: 3/8/24

AUHSD 09/01/2023 - 08/31/2024
HCOP_ Year 6 Budget Justification

Expenses

Transportation	Personnel	Supplies	Budget	Justification
	AUHSD Coordinator		$ 8,000	.5 Teacher conference period to coordinate HCOP activities (AUHSD to
Transportation for Students to CSUF for HCOP Academic Retreats			$ 1,500	Transportation at $76/hour including travel to and from district office to pickup location.
	Hourly Pay and Sub Costs - curriculum development, program coordination, delivery of program		$ 8,000	Hourly pay and sub costs for attendance at meetings, curriculum development, and additional program coordination.
		Supplies for after-school program	$ 500	Food/snacks, HCOP pins and other memorabilia, goodie bags, etc.
Fringe @ 38%				
Total Personnel			$ 18,000	
Total Budget			$ 18,000	

AHA HCOP – Year 5 Scope of Work: September 1, 2023 – August 31, 2024
Anaheim Union High School District (AUHSD)

Scope of Work	TIME PERIOD FOR COMPLETION											
	By 09/23	By 10/23	By 11/23	By 12/23	By 1/24	By 2/24	By 3/24	By 4/24	By 5/24	By 6/24	By 7/24	By 8/24
Objective 1: By 2023, a minimum of 150 high school students will graduate and matriculate into Cypress College (CC), CSUF or other 2- or 4-year college. 1. Among all students, 100% will increase their knowledge and/or utilization of counseling, mentoring, and academic advising to persist at their educational level (high school, community college, 4-year college, and graduate programs). 2. Among of high school, CC, 4-year college and graduate students, 90% will participate in academic education and health research training to complete their educational level. 3. Among high school, CC and 4-year college students, 100% will be familiar with and apply for relevant financial aid opportunities. 4. Among high school, CC, 4-year college and graduate program students, 100% will be familiar with careers in primary health care. 5. *N/A - Among matriculating graduate program students, 90% will increase their academic, communication (oral and written), and professional preparation to enter graduate school.* Among high school, CC, 4-year and graduate students, 100% will increase professional identity, self-efficacy, and sense of community regarding allied health career attainment.												
Coordinate work-based learning field trips, guest speakers, mentoring experiences, and internships for students in the program.	x	x	x	x	x	x	x	x	x			x
Coordinate referrals for students to services for social/emotional support.	x	x	x	x	x	x	x	x	x			x
Coordinate workshops provided by CSUF and other sub recipients: college entrance requirements, financial aid, study skills, etc.	x	x	x	x	x	x	x	x	x			x
Train college students to provide additional services to complement program.												
Train additional coordinators as program expands.												
Coordinate cross-curricular community action research projects to develop students' cultural competency.												
Recruit and retain a minimum of 30 juniors and seniors from within the Anaheim Union High School District per year who are interested in allied/other health careers. Students will be recruited from Magnolia HS, Savannah HS, and Western HS.					x	x	x	x	x			
Provide students with one-on-one support with FAFSA, scholarships, study skills, college applications and other					x	x	x	x	x			

academic support services necessary (sub-objective 1, 3, 6)												
Coordinate a year-long community-based health enrichment program for AUHSD students, including: • Career exploration activities in the allied health field • Research skills • Networking skills, development of social capital. • Project-based learning. • (sub-objective 2, 4, 6)					x	x	x	x	x			
Participate in bi-monthly All Partner meetings	x	x	x	x	x	x	x	x	x	x	x	x
Provide AHA HCOP 2 evaluators with access to information (reports, data, etc.) pertinent to the progress of AHA HCOP 2 students at AUHSD.	x	x	x	x	x	x	x	x	x	x	x	x
Help resolve any issues that may arise among AHA HCOP 2 students at AUHSD.	x	x	x	x	x	x	x	x	x	x	x	x
Collaborate on NOCA HCOP 2 student tracking and support after students transition from high school and community college to college	x	x	x	x	x	x	x	x	x	x	x	x
Payment Information												
INVOICE Invoices must be received by month end	x	x	x	x	x	x	x	x	x	x	x	x
PAYMENT SCHEDULE Note: all tasks/aims, reports and deliverables must be completed, submitted to, and accepted and approved by the ASC.	By 10/15/23	By 11/15/23	By 12/15/23	By 1/15/24	By 2/15/24	By 3/15/24	By 4/15/24	By 5/15/24	By 6/15/24	By 7/15/24	By 8/15/24	By 9/15/24

EXHIBIT YY

Orange County Special Education Alliance
200 Kalmus Drive
Costa Mesa, CA 92628

December 28, 2023

Re: Orange County Special Education Alliance Invoice 2023-2024

The Orange County Special Education Alliance ("Alliance") was created by school districts in 2004 as a response to the tremendous encroachment of special education funds on the general fund. In addition, school district legal fees continue to increase with the rise of residential placements, private services for children with autism and increased litigation.

The Alliance provides legal support and assistance to districts involved in litigation, support for transporting foster youth, as well as professional development training in areas currently affecting Orange County school districts. For the 2023–2024 school year, the Review Committee has recommended district dues be set at 0.10 per ADA. This recommendation was approved by the district Superintendents at the Alliance Executive Committee on March 3, 2023.

Attached is your invoice for the current year. We appreciate your participation in the Alliance and welcome your involvement and participation in the organization. Please feel free to contact Frank Donavan, Alliance Review Committee Chair at (714) 761-5533, ext. 1055, fdonavan@magnoliasd.org, or any Alliance Review Committee member if you have any questions. Additional information is also available on the Alliance website https://www.ocspecialedalliance.org/ .

Sincerely,

The Orange County Special Education Alliance Review Committee,

Frank Donavan, Chair, Superintendent, Magnolia School District
Clint Harwick, Vice Chair, Superintendent, Huntington Beach City School District
Terry Walker, Superintendent, Irvine Unified School District
Jim Coombs, Superintendent, Lowell Joint School District
Gabriela Mafi, Superintendent, Garden Grove Unified School District
Kristin Cinco, Senior Director, Anaheim Elementary School District SELPA
Sue Singh, Chief Executive Director, Orange Unified School District SELPA
Renee Gray, Director, Northeast Orange County SELPA
Vacant, Business Official
Justin Shinnefield, Attorney, Atkinson, Andelson, Loya, Ruud and Romo
Jennifer Fant, Attorney, Harbottle Law Group
Lysa Saltzman, Counsel, Orange County Department of Education

Enclosure: Alliance Invoice 2023-2024

INVOICE

Orange County Dept. of Education

200 Kalmus Drive
PO Box 9050
Costa Mesa, CA 92628-9050
Phone: (714) 966-4057

V6/034152

ANAHEIM UNION HIGH SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
P.O. BOX 3520
501 N. CRESCENT WAY
ANAHEIM, CA 92803-3520

JAN 04 2024

ACCT ID:	V9400186 PA
INVOICE NUMBER:	94TI2468
DIVISION:	94SE
TERM:	2324
INVOICE DATE:	12/28/23
DUE DATE:	01/27/24
AMOUNT DUE	**$2,528.42**

Item	Qty	Unit Amt	Ref. #	Account	Description	Amount
1	1	2,528.42		015044 8677	2023-24 SPECIAL EDUCATION JPA DUES AT .10 PER 2022-23 P2 ADA • • IF YOU HAVE ANY QUESTIONS, PLEASE CALL PATTY BANUELOS AT 714-966-4365 • •	2,528.42
					Tax	0.00
					INVOICE TOTAL	$2,528.42

Please remit a copy with payment-thank you

Remit to: **Orange County Dept. of Education**
PO Box 9050
Costa Mesa, CA 92628-9050

Accounts Receivable

RECEIVED
JAN 08 2024
SPECIAL YOUTH SERVICES

Account ID	V9400186
Account Name	ANAHEIM UNION HIGH SCHOOL DIS
Invoice Number	94TI2468
DIV:	94SE
TERM:	2324
Due Date	01/27/24
Amount Due	$2,528.42

Amount Paid $

Approved by:
Amie Maya – Director
Special Youth Services

EXHIBIT ZZ

PROFESSIONAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement ("The Agreement"), executed in duplicate with each party receiving an executed original, is entered into on the eighth day of March 7, 2024, by and between the undersigned clients, Anaheim Union High School District (hereafter referred to as "CLIENT") and The Sobel Group, Inc. (hereafter referred to as "TSG").

   WHEREAS the client is in need of special services and advice;
   WHEREAS such services and advice are not available at no cost from public agencies; and
   WHEREAS TSG is specially trained, experienced, and competent to provide the special services required; and
   WHEREAS such services are needed on a limited basis
   NOW, THEREFORE, the parties hereto agree as follows:

2. SERVICES TO BE PROVIDED. The services to be provided by TSG to CLIENT are as follows: TSG will consult with CLIENT, the local police department (as needed), and the local fire department (as needed), and conduct a security audit/review and provide necessary updates to the the portion of the CLIENT's school safety plans that includes tactical responses to criminal incidents for Kennedy High School, Anaheim High School, and Sycamore Junior High School. As part of the service, TSG will consult with CLIENT and school specific personnel update the tactical response plans which are used as one of the steps to safeguard pupils and staff, secure the affected District premises, and to apprehend the criminal perpetrator or perpetrators. On-site school visits will be conducted to collect site specific information and digital imagery as needed. After all data is collected, TSG will recommend updates the school specific reports as needed, and

provide an electronic copy to the CLIENT. TSG will provide services to the CLIENT pursuant to the rate schedule provided in paragraph number 4 below. If CLIENT desires that TSG provide any services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. TSG will establish work hours, with the CLIENT'S approval, for services and TSG may work for other clients during the term of this Agreement, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work. Services will be provided March 8, 2024, through March 7, 2025, with an option for four additional one year terms to develop visual maps of the tactical response plan of additional school sites.

3. **RESPONSIBILITIES OF TSG AND CLIENT.** TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. TSG shall provide all services in a manner that, to the greatest extent possible, avoids any disruption to the educational process and the District's business. TSG shall maintain any and all communications, records, and all other infromation, regardless of form, related to this Agreement and the services described herein as confidential and shall not disclose the same absent CLIENT's express written permission, a court order, or a lawfully issued subpoena. In the event TSG recives a court order and/or subpoena requiring disclosure of any such communciations, records, and/or information, TSG shall immediately provide the same to CLIENT so that CLIENT may initiate steps to preserve the confidentiality of that information, should it choose to do so. TSG shall reasonably cooperate in any CLIENT efforts to maintain the confidentiallity of any such communications, records, and/or information. CLIENT further agrees to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT

to cooperate with TSG in any activities undertaken on the CLIENT's behalf. CLIENT agrees to prepare and furnish current up-to-date site plans, floor plans, as-built diagrams, utility shut-off locations, and any available aerial photographs of the school site. CLIENT agrees to grant TSG unrestricted access to the school during non-school hours on pre-arranged dates and times. TSG will furnish all tools and equipment needed for the job.

4. **COST.** CLIENT shall pay TSG a fee of up to THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500) for services rendered, which includes an hourly rate of $225.00 per hour for senior staff and $185.00 per hour for support staff (billed in increments of one tenth of an hour), and mileage at the current IRS rate. The total amount billed by TSG will not exceed THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500).

5. **STATEMENTS AND PAYMENTS.** TSG will send CLIENT monthly billing statements describing services provided pursuant to this Agreement. CLIENT agrees to make payment in full of TSG's invoices within thirty (30) days of receipt.

6. **LATE CHARGES.** If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.

7. **NO DISCHARGE OF DEBT.** CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a

Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.

8. **ARBITRATION.** CLIENT and TSG agree to have any and all disputes (except where CIENT may request Arbitration of a fee dispute) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California Code of Civil Procedure Section 1280, *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TSG and CLIENT shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Any party initiating court action without first requesting arbitration as set forth herein expresely waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

9. **ENFORCEMENT EXPENSES.** Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.

10. **RESPONSIBILITY FOR DATA.** CLIENT shall at all times be solely responsible for ensuring that all site specific data remains accurate, complete, and current. CLIENT may engage TSG for additional consulting services to make updates related to any changes to the site specified in this Agreement. TSG and CLIENT agree not to disclose any information related to tactical responses to criminal

incidents to unauthorized recipients. "Information" includes but is not limited to reports, diagrams, photographs, digital images, and descriptions.

11. INSURANCE AND APPLICABLE LAWS. TSG will provide insurance as follows:

a. Commercial General liability insurance for bodily injury and property damage, written on an occurrence form, in the combined single limit of not less than $1,000,000 per occurrence; $2,000,000 general aggregate.

b. 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, 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.

c. Professional liability insurance with limits of $1,000,000 per occurrence; $2,000,000 general aggregate.

d. Automobile liability insurance with limits as required by the State of California

e. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per incident.

f. An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming Anaheim Union High School District as Additional Insured with respects to the insured's General Liability policy as "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

TSG and it's employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

12. **INDEMNIFICATION.** TSG agrees to and shall hold harmless and indemnify CLIENT, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

    a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by TSG or any person, firm, or corporation employed by TSG upon or in connection with the services called for in this AGREEMENT except for liability for damaged referred to above which result from the sole negligence or willful misconduct of CLIENT, its officers, employees, or agents.

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

TSG, at TSG's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the CLIENT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgement/lawsuit reimbursement that may be rendered against the CLIENT, its officers, agents, or employees in any actions, suit, or other proceedings as a result of negligence or willful misconduct by TSG unless

such actions, suits, or other proceedings result from the sole negligence or willful misconduct of the CLIENT, its officers, employees, or agents.

13. **ASSIGNMENT.** This AGREEMENT is not assignable without written consent of the parties hereto.

14. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement pertaining to the subject of the services TSG will be performing and the compensation for such services. Any modification of this Agreement shall be made in writing and signed by all Parties hereto. It is expressly understood and agreed by the Parties that should any provision or portion of this Agreement be held invalid, illegal, or void, the remainder of this Agreement shall nevertheless continue in full force and effect. Either party may terminate this Agreement at any time upon written notice to the other.

15. **FINGERPRINT CERTIFICATION.** TSG must execute a Certification by Contractor, Criminal Records Check school district form prior to the performance of any work.

16. **DRUG, ALCOHOL, AND TOBACCOO FREE WORKPLACE.** TSG hereby certifies, under penalty of perjury, under the laws of the State of California that under the agreement it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

TSG hereby agrees, under the agreement, it will comply with the Anaheim Union School District Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a health environment for

students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

17. **NOTICES.** Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.

18. **GOVERNING LAW.** The laws of the State of California shall govern the construction and interpretation of this Agreement.

19. **EFFECTIVE DATE OF AGREEMENT.** The effective date of this Agreement shall be the date first written above.

CLIENT HAS READ AND UNDERSTANDS THE FOREGOING, AGREES TO ALL OF ITS TERMS AND CONDITIONS, AND HAS RECEIVED AN EXECUTED COPY THEREOF.

The Sobel Group, Inc.

By:_____

Print Name/Title of Authorized Signatory:

David Sobel/President

P.O. Box 462637

Escondido, CA 92046

Dated: 03/08/2024

Anaheim Union High School District

By:_____

Print Name/Title of Authorized Signatory:

Dr. Jaron Fried/Assistant Superintendent, Ed. Division

501 Crescent Way

Anaheim, CA 92803

Dated: 3/8/24

Memorandum of Understanding Between

Anaheim Union High School District

And

Los Alamitos Unified School District

2023-2024

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Los Alamitos Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 1, 2023, and ending June 30, 2024.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance ofpupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2023-2024 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacherand/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal preceding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for CivilRights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, theprojected number of pupils expected to be transferred to the Provider District programs for special educationand support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities,staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District:	Anaheim Union High School District
Address:	501 N. Crescent Way
City:	Anaheim, CA 92801

Attn:	Amie Maya
Title:	Director, Special Youth Services
Telephone:	714-999-3527
Fax:	714-999-0622

Sending District

School District:	Los Alamitos Unified School District
Address:	10293 Bloomfield St.
City:	Los Alamitos, CA 90720
Attn:	Grace Delk
Title:	Director, Special Education and Mental Health
Telephone:	(562)799-4700 ext. 80420
Fax:	(562)799-4738

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending Districtand its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

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

APPROVED BY:

Anaheim Union High School District
Provider District

By: _____
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

3/8/24
Date

Date Approved by Provider
District Board: 3/7/24

Los Alamitos Unified School District
Sender District

By: _____
Authorized Agent Signature

Elvia Galicia, Asst. Superintendent, Business Services
Name/Title

11/17/24
Date

Date Approved by Sender
District Board: 11/12/2024

cc: SELPA

Instructional Materials Submitted for Adoption
Thursday, March 7, 2024
February 16, 2024-March 7, 2024

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Science	Basic	Living Earth (#SC100) (#SC101)	9-12	*CA Experience Biology: The Living Earth*	SAVVAS
Science	Suppl.	Living Earth (#SC100) (#SC101)	9-12	*OpenSciEd Biology*	OpenSciEd (online)
Science	Suppl.	Physics of the Universe (#SC300), (#SC301)	10-12	*OpenSciEd Physics*	OpenSciEd (online)
World Languages	Suppl.	Vietnamese 1-6 (#WL170) (#WL473)	7-12	*Việt Sử Bằng Tranh 6 - Lý Công Uẩn và Lý Thường Kiệt (Vietnamese History through images 6)*	*TAVIET LCS*
World Languages	Suppl.	Vietnamese 1-6 (#WL170) (#WL473)	7-12	Việt Sử Bằng Tranh 7 - Nhà Trần Phá Quân Mông Cổ Lần Thứ Nhất và Thứ Hai *(Vietnamese History through Images 7)*	TAVIET LCS

Instructional Materials Submitted for Display
Thursday, March 7, 2024
March 8, 2024 -April 18, 2024

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Science	Basic	Chemistry in Earth Systems (3SC201), (#SC205), (#SC620)	9-12	*Experience Chemistry in the Earth System, CA Vol 1-2*	SAVVAS

EXHIBIT DDD

Field Trip Report

Board of Trustees March 7, 2024

1. Loara High School: Band (47 students- 29 male, 18 female)
   Adviser/Lead Chaperone: Jacob Melgoza (male)
   Chaperones: Scott Domingues (male), Byron Swadener (male), Cory Robinson (male), Michelle Moreno (female), Laura Magana (female), and Katherine Keilty (female)

   To: San Francisco, CA
   Dates: April 19, 2024 to April 22, 2024
   Purpose: CMEA Band Festival and City Tour
   Expenses: Booster Club- registration, transportation, 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

2. Oxford Academy: Yearbook (10 students- 3 male, 7 female)
   Adviser/Lead Chaperone: Danielle Heat (female)
   Chaperones: Randy Douthat (male)

   To: Long Beach, CA
   Dates: July 27, 2024 to July 30, 2024
   Purpose: Summer Yearbook Camp
   Expenses: ASB/Club Fundraisers- registration, meals, accommodations
   Parent/Student- registration, meals, accommodations, transportation

   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

3. Savanna High School: Band and Color Guard (11 students- 2 male, 9 female)
   Advisers/Lead Chaperones: Fernando Penaloza (male) and Orlando Franco (male)
   Chaperones: Oscar Alva (male), Laura Jennings (female), Dinah Boc (female), Guadalupe Hernandez (female), and Monica Alva (female)

   To: Bakersfield, CA
   Dates: March 22, 2024 to March 24, 2024
   Purpose: Participate in a national competition at Golden Valley High School
   Expenses: Booster Club- registration, meals, transportation, 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

EXHIBIT EEE

AGREEMENT TO REFER STUDENTS

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT," and The Orange County Superintendent of Schools, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR offers programs appropriate for District students;

WHEREAS, DISTRICT has reduced or eliminated certain school programs as a result of budgetary concerns and DISTRICT students are in need of such services;

WHEREAS, DISTRICT desires to refer students to CONTRACTOR during each school year;

WHEREAS, Education Code Section 1294.5 allows CONTRACTOR to hire temporary certificated employees to provide services to students referred pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Referrals by DISTRICT. DISTRICT agrees to refer such students to CONTRACTOR during the term of this Agreement as are deemed to be likely to benefit from CONTRACTOR'S programs.

2. Services to be provided by CONTRACTOR. CONTRACTOR will provide services to DISTRICT students who are eligible for and enroll in CONTRACTOR'S programs during the term of this Agreement.

3. Term. The Term of this Agreement is from June 1, 2024, to August 31, 2024.

4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents 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 Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

5. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days' written notice to the other party.

6. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

7. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92803

CONTRACTOR:
Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628
Attn: David Giordano
Associate Superintendent, Admin. Svcs.

9. 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.

10. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

11. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 7th DAY OF March, 2024.

Anaheim Union High School District

By: _____

Brad Jackson
Typed Name

Assistant Superintendent, Human Resources
Title

Orange County Superintendent of Schools

By: _____

David Giordano
Typed Name

Associate Superintendent, Admin. Services
Title

1. Employment:

A. Teacher(s)/Probationary:

		Column	Step
Aden, Jason	8/7/23	1	3
Banales, Andre	2/16/24	4	1
Franco, Lesliy	2/8/24	1	1
Katusha, James	2/26/24	4	2
Singh, Jasmine	2/28/24	3	1

B. Teacher(s)/Temporary:

		Column	Step
Buitron, Maria	2/16/24	2	3
Chandler, Amelia	2/5/24	3	2
Gu, Branden	2/6/24	3	1
Pardovich, Renee	2/13/24	4	9

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Bretall, Jessie	2/16/24
Chai, Matthew	2/6/24
Fitzgibbons, Nathaniel	2/5/24
Gallant, Nicholas	2/16/24
Hoover, Natalie	2/22/24
Jung, Erica	2/14/24
Kojima, Christa	2/6/24
Lena Miller, Amber	2/27/24
Martinez Jr., Arthur	2/28/24
Mousa, Danyah	2/26/24
Noyes, Martin	2/27/24
Rojas, Joana	1/26/24
Ruiz-Meza, Lizette	2/15/24
Sanchez, Guadalupe	2/16/24
Sandoval Jr., Vincent	1/26/24
Soto-Hernandez, Cesar	2/7/24

D. Counselor(s)/Temporary:

		Column	Step
Guzman, Cindy	2/22/24	2	1

E. Day-to-Day Substitute Counselor(s), effective as noted:

Gonzalez, Natalie	2/26/24

2. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2023-24, effective as noted: (General Funds)

Schultz, Bobbi	8/7/23

B. National Board for Professional Teaching Standards Stipend (NBPTS), to the following individual(s) for an earned National Board Certification stipend, effective as notes: (NBPTS Funds)

Adair, John 12/9/23

C. AUHSD Tobacco Use Prevention Education (TUPE) Program Stipend, to be paid for the 2023-24 school year to the following individuals as noted: (AUHSD TUPE Grant Funds grant term 2023-26).

Osbeck, Delaney $1,000

D. Robotics Coach Stipend, for the following individual(s), for the 2023-24 school year, in the total amount not to exceed $500, to be paid at the end of the second semester, effective January 8, 2024. (Site Funds)

Ravi, Naveen
Pena, Angel

E. CTC Teacher Residency Program Stipend, to be paid to the following individuals for student- teacher preparation costs including tuition and fees at UCI and CSUF for the 2023-24 school year. The total annual amount of $12,000 per student-teacher to be paid in equal semester installments, effective August 9, 2023. (CTC Residency Grant Funds)

Abarca, Everlig
Arista, Phoebe
Castillo, Isabel
Eugenio, Jesus
Fernando, Ysabella
Kwan, Kalena
Magana, Daniel
Mendoza, Dalila
Nieto, Judith
Rhee, Chloe
Sandoval, Vicente
Shen, Jeffrey
Webber, Alexandra
Zambrano, Daisy
Zuniga, Lisette

3. 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
Hatzis, Panayiota	2 11	3 11	1/8/24
Hughes, Eric	1 3	3 3	1/8/24
Montgomery, Brooke	3 3	4 3	1/8/24

4. Membership(s):

Membership to Wellness Council of America (WELCOA): WELCOA provides resources for building high-performing, healthy workplaces. Members have access to materials that improve employee well-being and create healthier organizational cultures. Membership effective April 1, 2024, through March 30, 2025, for the following individual(s):

Carrillo, Liliana

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

Aguilar, Samantha	2/23/24
Alva, Monica	2/9/24
Baligad, Eduardo	2/12/24
Bocalonso, Dinah	2/8/24
Cano, Maria Del Socorro	2/12/24
Choi, Hannah	2/20/24
Deamicis, Melissa	1/20/24
Deamicis, Robert	1/20/24
Drli Hogan, Michelle	2/10/24
Estrada, William	1/22/24
Giang, Amelia	2/19/24
Gomez, Alex	2/7/24
Gomez, Monica	2/6/24
Gomezcasillas, Alexjr	2/6/24
Gonzalez, Amelia	2/19/14
Gonzalez, Mayra	2/19/24
Jacobo, Desiree	2/21/24
Jacobo, Noe	1/25/24
Jimenez, Faith	2/13/24
Luna, Veronica	2/8/24
Lytle, April	2/14/24
Martinez, David	2/18/24
Mezahernandez, Raul	2/19/24
Ortega, Marissa	2/22/24
Parsons, Jared	10/4/23
Ramirezluna, Paola	2/23/24
Reyes, Sasha	2/9/24
Romero Jr, Javier	2/20/24
Santoscontreras, Daisy	1/30/24
Schwartz, Tabitha	2/15/24
Sousa, Ansely	1/26/24
Tareque, Akm	2/5/24
Tareque, Zebeunnesa	2/5/24
Xu, Nayra	2/5/24
Yi, Michael	2/21/24

6. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Prieto, Bianca Softball, Assistant	$3,983	Season	2/1/24
Vargas III, Hugo Track, Assistant	$3,595	Season	2/1/24
Dale			
Azevedo, Cody eSports	$1,889.50	2nd Semester	1/8/24
Azevedo, Cody Yearbook	$1,974.50	2nd Semester	1/8/24
Chandler, Amelia Soccer, Assistant	$2,186	3rd Quarter	1/8/24
Hormuth, Lisa Pep Club	$661.75	2nd Semester	1/8/24
Key, Martha Accompanist	$744	2nd Semester	1/8/24
Miranda, Sussanne Pep Club	$661.75	2nd Semester	1/8/24
Rigsby, David Vocal Music	$1,323.50	2nd Semester	1/8/24
Urquidez, Jodi Band	$1,889.50	2nd Semester	1/8/24
Uriquidez, Jodi Band, Jazz	$912	2nd Semester	1/8/24
Katella			
Farr, Ramon Track, Asst./Lower Level	$3,595	Season	2/1/24
Goossens, Paul Track	$2,500	Season	2/1/24
Luan, Ulises Track, Asst./Lower Level	$3,595	Season	2/1/24
Martinez, Juan Track	$2,500	Season	2/1/24

Morrill, John Track, Asst./Lower Level	$3,595	Season	2/1/24
Paddison, Richard Golf	$1,797.50	Season	2/1/24
Wilcox, Brian Softball, Asst./Lower Level	$66.60	Season	2/1/24
Kennedy			
Portillo, Amarilis Swimming, Asst./Lower Level	$3,595	Season	2/1/24
Loara			
Holton, Michael Track, Assistant	$3,595	Season	2/1/24
Stirrat, Robert Track, Assistant	$3,595	Season	2/1/24
Tran, Joseph Volleyball, Assistant	$3,595	Season	2/1/24
Magnolia			
Fogelquist, Vanessa Yearbook	$1,889.50	2nd Semester	1/8/24
Le, Shannon Cheer	$1,619.50	2nd Semester	1/8/24
Martinez, Maria Band, Assistant Director	$1,889.50	2nd Semester	1/8/24
Oxford			
Clark, Samuel Soccer	$2,956	3rd Quarter	1/8/24
Hsu, Tanu Volleyball, Assistant	$3,595	Season	2/1/24
Magallon Jr., Raul Soccer	$2,956	3rd Quarter	1/8/24
Shueh, Dolly Track, Assistant	$3,595	Season	2/1/24
Savanna			
Gonzalez Jr., Jose Softball, Assistant	$3,983	Season	2/1/24

<u>South</u>			
Sharafat, Syed Soccer	$2,956	3rd Quarter	1/8/24
Torres, Nicholas Soccer	$2,956	3rd Quarter	1/8/24
<u>Sycamore</u>			
Villanueva, Raul Soccer	$2,956	3rd Quarter	1/8/24

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

	Location:	**Effective**
Adame, Alejandra Instructional Assistant – Behavioral Support	Hope School	02/16/2024
Barfield, Amber Instructional Assistant – Behavioral Support	Kennedy High School	02/07/2024
Cuevas, Pablo Instructional Assistant – Behavioral Support	Hope School	02/23/2024
Golden, Ja'Juana Food Services Manager I	Kennedy High School	02/14/2024
Hockett, Caitlin Instructional Assistant – Specialized Academic Instruction	Dale Jr. High School	03/01/2024
Loera, George Instructional Assistant – Behavioral Support	Brookhurst Jr. High School	03/05/2024
Mau, Malia Instructional Assistant – Specialized Academic Instruction	Loara High School	02/23/2024
Moseray, Magnus Instructional Assistant – Behavioral Support	Hope School	02/22/2024
Perez, Giselle Instructional Assistant – Adult Transition	Western High School	03/06/2024
Prieto, Bianca Instructional Assistant – Visually Impaired	Magnolia High School	02/16/2024
Rodriguez, Yolanda Food Services Assistant I	Food Services Department	06/05/2024
Vazquez Parra, Estephania Instructional Assistant – Bilingual (Spanish)	Katella High School	02/16/2024

2. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Aldrete, April Instructional Assistant – Specialized Academic Instruction	43/07	01/29/2024

Berber, Benjamin Custodian	48/01	02/26/2024
Beyon, Eunice Instructional Assistant – Specialized Academic Instruction	43/01	02/20/2024
Bruestle, Marizela Food Services Assistant I	41/04	02/26/2024
Camarena, Christina Food Services Assistant I	41/04	02/13/2024
Diaz, Laura Instructional Assistant – Bilingual (Spanish)	47/01	01/16/2024
Ervin, Jonae Instructional Assistant – Behavioral Support	51/03	01/22/2024
Escoto, Bryant Instructional Assistant – Behavioral Support	51/02	02/20/2024
Garcia, Karla Instructional Assistant – Specialized Academic Instruction	43/01	01/09/2024
Garza, Veronica Instructional Assistant – Specialized Academic Instruction	43/01	01/22/2024
Godoy, Deysi Instructional Assistant – Specialized Academic Instruction (Bilingual)	47/01	01/09/2024
Gonzalez, Christina Instructional Assistant – Behavioral Support	51/03	01/09/2024
Guerrero, Manuel Custodian	48/01	01/16/2024
Hernandez, David Family and Community Engagement Specialist	59/01	01/29/2024
Maldonado, Arturo Instructional Assistant – Specialized Academic Instruction	43/01	02/26/2024
Merito, Alina Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/03	02/20/2024

Monge, William Instructional Assistant – Bilingual (Spanish)	47/10	02/05/2024
Moreno, Caitlyn Instructional Assistant – Behavioral Support	51/01	01/29/2024
Nauta, Alyssa Instructional Assistant – Specialized Academic Instruction	43/01	02/26/2024
Padilla, Krista Behavior Intervention Specialist	63/05	02/13/2024
Parga, Vincent Campus Safety Aide	43/03	01/30/2024
Parsons, Jared Bus Driver	55/03	02/13/2024
Perez, Giselle Instructional Assistant – Adult Transition	51/03	02/01/2024
Portillo Nava, Melody Instructional Assistant – Behavioral Support	51/01	01/22/2024
Racowschi, Nicholas Instructional Assistant – Specialized Academic Instruction	43/07	01/16/2024
Rafael, Amany Instructional Assistant – Specialized Academic Instruction	43/03	02/20/2024
Rogers, Katelynn Behavior Intervention Specialist	63/01	02/13/2024
Ruiz, Leonard Instructional Assistant – Specialized Academic Instruction	43/03	01/09/2024
Sanchez Reyes, Lidia Food Services Assistant I	41/04	02/15/2024
Segura, Ronnie Jr. Custodian	48/02	01/22/2024
Sheppard, Danielle Licensed Vocational Nurse	55/01	03/04/2024
Vo, Tiffany Instructional Assistant – Specialized Academic Instruction	43/01	01/10/2024

Promotions:

Aldrete, April Instructional Assistant – Behavioral Support	51/03	02/26/2024
Martinez, Jennifer Sr. Payroll Technician	59/05	01/16/2024
Peralta, Benjamin Athletic Facilities Worker II	52/01	01/18/2024

Substitute Employees:

Adair, Jasmine Substitute Instructional Assistant – Adult Transition	51/01	01/23/2024
Adair, Jasmine Substitute Instructional Assistant – Behavioral Support	51/01	01/23/2024
Adair, Jasmine Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/23/2024
Adair, Jasmine Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/23/2024
Agostini, Christopher Arts Professional Expert I	$25/Hr.	02/01/2024
Aguilar, Nancy Arts Professional Expert II	$40/Hr.	01/29/2024
Alfajora, Karina Arts Professional Expert II	$40/Hr.	02/05/2024
Anthony, Robert Arts Professional Expert II	$40/Hr.	01/29/2024
Aparicio, Brandon Arts Professional Expert I	$25/Hr.	02/05/2024
Arevalos, Rudy Arts Professional Expert II	$40/Hr.	01/29/2024
Barragan, Marcel Arts Professional Expert II	$40/Hr.	01/22/2024

Bautista, Rocio Substitute Instructional Assistant – Adult Transition	51/03	02/17/2024
Bautista, Rocio Substitute Instructional Assistant – Behavioral Support	51/01	02/17/2024
Bautista, Rocio Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/17/2024
Bautista, Rocio Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/17/2024
Bonelli, Carlo Arts Professional Expert II	$40/Hr.	02/08/2024
Cardenas, David Substitute Language Testing Assistant	51/01	01/09/2024
Cardenas, David Substitute Office Assistant	43/01	01/09/2024
Cardenas, David Substitute Office Assistant - Bilingual	47/01	01/09/2024
Cardenas, David Substitute Secretary	51/01	01/09/2024
Cardenas, David Substitute Secretary – Bilingual	53/01	01/09/2024
Carrillo, Bethany Arts Professional Expert II	$40/Hr.	02/23/2024
Chatham, Kendall Arts Professional Expert I	$25/Hr.	02/01/2024
Covey, Taylor Arts Professional Expert II	$40/Hr.	01/29/2024
Ehrich, Ronald Arts Professional Expert II	$40/Hr.	01/24/2024
Fazio, Ashley Substitute Instructional Assistant – Adult Transition	51/01	01/09/2024

Fazio, Ashley Substitute Instructional Assistant – Behavioral Support	51/01	01/09/2024
Fazio, Ashley Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/09/2024
Fazio, Ashley Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/09/2024
Ferrin, Jordan Arts Professional Expert II	$40/Hr.	01/30/2024
Franco, Orlando Arts Professional Expert I	$25/Hr.	02/07/2024
Franco, Orlando Arts Professional Expert II	$40/Hr.	02/07/2024
Garcia, Daniel Arts Professional Expert II	$40/Hr.	01/29/2024
Giles, Jennyfer Arts Professional Expert I	$25/Hr.	01/31/2024
Groh, Charles Arts Professional Expert II	$40/Hr.	02/05/2024
Gu, Branden Arts Professional Expert II	$40/Hr.	01/29/2024
Guzman, Gabriela Arts Professional Expert II	$40/Hr.	02/07/2024
Herrera, Nadine Substitute Instructional Assistant – Adult Transition	51/01	01/20/2024
Herrera, Nadine Substitute Instructional Assistant – Behavioral Support	51/04	01/20/2024
Herrera, Nadine Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/20/2024
Herrera, Nadine Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/20/2024

Holben, David Arts Professional Expert II	$40/Hr.	01/29/2024
Jackson, Joleen Substitute Bus Driver	55/03	03/06/2024
Johnson, Benjamin Arts Professional Expert II	$40/Hr.	02/01/2024
Johnson, Peyton Arts Professional Expert I	$25/Hr.	02/23/2024
Kao, Pei-Wen Arts Professional Expert II	$40/Hr.	01/29/2024
Key, Martha Arts Professional Expert II	$40/Hr.	01/29/2024
Lee, Victoria Arts Professional Expert II	$40/Hr.	01/30/2024
Licea, Andrea Substitute Instructional Assistant – Adult Transition	51/01	02/20/2024
Licea, Andrea Substitute Instructional Assistant – Behavioral Support	51/01	02/20/2024
Licea, Andrea Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/20/2024
Licea, Andrea Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/20/2024
Licea, Andres Substitute Office Assistant	43/01	01/12/2024
Licea, Andres Substitute Office Assistant - Bilingual	47/02	01/12/2024
Licea, Andres Substitute Secretary	51/01	01/12/2024
Licea, Andres Substitute Secretary - Bilingual	53/01	01/12/2024
Loera, Javier Substitute Technology Services Technician	57/01	01/31/2024

Maldonado Manzo, Maria Substitute Language Testing Assistant	51/01	02/23/2024
Mann, Jonathan Arts Professional Expert II	$40/Hr.	02/05/2024
Martinez, Geraldy Arts Professional Expert II	$40/Hr.	02/06/2024
Mendez, Valerie Arts Professional Expert II	$40/Hr.	02/26/2024
Miranda, Yesenia Substitute Language Testing Assistant	51/01	02/06/2024
Mohamed, Mohamed Substitute Campus Safety Aide	43/03	02/26/2024
Monge, William Substitute Instructional Assistant – Bilingual (Spanish)	47/10	01/15/2024
Montijo, Monica Substitute Instructional Assistant – Adult Transition	51/01	02/13/2024
Montijo, Monica Substitute Instructional Assistant – Behavioral Support	51/05	02/13/2024
Montijo, Monica Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/13/2024
Montijo, Monica Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/13/2024
Nguyen, Johnston Arts Professional Expert II	$40/Hr.	01/25/2024
Ochoa, Cecilia Substitute Language Testing Assistant	51/01	01/26/2024
Ochoa, Cecilia Substitute Office Assistant	43/01	01/26/2024
Ochoa, Cecilia Substitute Office Assistant - Bilingual	47/01	01/26/2024
Ochoa, Cecilia Substitute Secretary	51/01	01/26/2024

Ochoa, Cecilia Substitute Secretary - Bilingual	53/01	01/26/2024
Ortuno, Sandy Substitute Office Assistant - Bilingual	47/01	01/24/2024
Ortuno, Sandy Substitute Secretary - Bilingual	53/01	01/24/2024
Ortuno, Sandy Substitute Payroll Technician	57/01	01/24/2024
Pacheco, Isabella Substitute Instructional Assistant – Adult Transition	51/01	02/22/2024
Pacheco, Isabella Substitute Instructional Assistant – Behavioral Support	51/01	02/22/2024
Pacheco, Isabella Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/22/2024
Pacheco, Isabella Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/22/2024
Page, Justin Arts Professional Expert II	$40/Hr.	01/30/2024
Pardovich, Dakota Substitute Campus Safety Aide	43/03	01/29/2024
Parsons, Bernie Arts Professional Expert II	$40/Hr.	01/29/2024
Paz, Jennifer Arts Professional Expert II	$40/Hr.	02/23/2024
Pena, Karla Arts Professional Expert II	$40/Hr.	02/21/2024
Redlawsk, Madison Arts Professional Expert II	$40/Hr.	01/29/2024
Reynolds, Steven Substitute Instructional Assistant – Adult Transition	51/01	01/23/2024

Reynolds, Steven Substitute Instructional Assistant – Behavioral Support	51/01	01/23/2024
Reynolds, Steven Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/23/2024
Reynolds, Steven Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/23/2024
Robinson, Cory Arts Professional Expert II	$40/Hr.	02/05/2024
Rodarte, Carolyn Substitute Language Testing Assistant	51/01	02/09/2024
Rodarte, Carolyn Substitute Office Assistant	43/01	02/09/2024
Rodarte, Carolyn Substitute Office Assistant - Bilingual	47/01	02/09/2024
Rodarte, Carolyn Substitute Secretary	51/01	02/09/2024
Rodarte, Carolyn Substitute Secretary - Bilingual	53/01	02/09/2024
Ruiz, Karla Substitute Instructional Assistant – Adult Transition	51/01	01/25/2024
Ruiz, Karla Substitute Instructional Assistant – Behavioral Support	51/01	01/25/2024
Ruiz, Karla Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	01/25/2024
Ruiz, Karla Substitute Instructional Assistant – Specialized Academic Instruction	43/01	01/25/2024
Ruiz-Meza, Lizette Substitute Instructional Assistant – Bilingual (Spanish)	47/03	02/03/2024
Salgado, Michael Arts Professional Expert II	$40/Hr.	02/08/2024

Sampson, Michelle Substitute Language Testing Assistant	51/01	02/22/2024
Schuk, Michelle Arts Professional Expert I	$25/Hr.	02/23/2024
Solis, Ramiro Substitute Custodian	48/01	01/19/2024
Solorzano, Araceli Substitute Office Assistant	43/01	01/12/2024
Solorzano, Araceli Substitute Secretary	51/01	01/12/2024
Soto, Mary Arts Professional Expert II	$40/Hr.	01/29/2024
Suarez-Santiago, Fabian Arts Professional Expert I	$25/Hr.	02/09/2024
Taylor, Neal Arts Professional Expert II	$40/Hr.	01/22/2024
Velarde, Marco Jr. Substitute Instructional Assistant – Adult Transition	51/01	02/20/2024
Velarde, Marco Jr. Substitute Instructional Assistant – Behavioral Support	51/01	02/20/2024
Velarde, Marco Jr. Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/20/2024
Velarde, Marco Jr. Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/20/2024
Villescas, Adam Arts Professional Expert II	$40/Hr.	02/08/2024
Yoshizawa, James Arts Professional Expert II	$40/Hr.	01/29/2024

3. **Food Service Student Workers**

	Effective
Leyva-Mundo, Leslie	01/09/2024
Nicolas, Rachel	01/09/2024
Perez-Moran, Romeo	01/22/2024

Renta, Sophie	01/31/2024
Sandoval Esparza, Diego	01/31/2024
Sierra Mendoza, Mia	01/22/2024
Valdepena, Nayeli	01/31/2024
Vargas, Alexia	01/31/2024

4. **Workability, current minimum wage or stipend of $256 effective as noted:**
(Workability Grant Funds)

	Effective
Briceno, Janette	01/17/2024
Chihuaque Huerta, Jose	01/22/2024
Dumas, Eric	01/16/2024
Gonzalez, Julian	01/22/2024
Henry, Samuel	01/15/2024
Mendez Solorio, Melany	02/06/2024
Morales-Vazquez, Kevin	02/01/2024
Taylor, Jaimee	01/15/2024
Wright, Michael	01/15/2024
Zavala, Emily	01/30/2024
Zazueta, Anthony	01/22/2024

5. **Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:**

	Salary	**Effective**
Pearce, Jerry	$10,484.48	12/01/2023

EXHIBIT HHH

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Tuesday, December 12, 2023

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:15 p.m.

Present: Brian O'Neal, president; Annemarie Randle-Trejo, clerk; Katherine H. Smith, assistant clerk; and Jessica Guerrero, member; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

Absent: Anna L. Piercy, member

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Page 2 of the agenda, pull closed session item 4.7
- Replace page 23 to correct date on item 15.26

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Guerrero, Smith, Randle-Trejo, and O'Neal
Absent: Trustee Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:17 p.m.

Trustee Piercy entered closed session at 3:18 p.m.

Trustee Piercy exited closed session at 4:12 p.m.

5. STUDENT PRESENTATION

Students from the Hope School VAPA program performed.

6. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT

6.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:04 p.m.

6.2 ***Pledge of Allegiance and Moment of Silence***

Student Representative to the Board of Trustees Daniella Ruiz led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

6.3 ***Closed Session Report***

Board Clerk Randle-Trejo reported the following actions taken during closed session.

6.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

6.3.2 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in Orange County Superior Court Case No. 90-2023-01314818-CU-WT-CJC.

6.3.3 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in Orange County Superior Court Case Nos: 30-2018-01015878-CU-PO-CJC and 30-2019-01065534-CU-PO-CJC.

6.3.4 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2023080956, resolving all issues in dispute by providing compensatory education and other reimbursements.

6.3.5 No reportable action taken regarding negotiations.

6.3.6 No reportable action taken regarding personnel.

6.3.7 This item was pulled prior to the adoption of the agenda.

6.3.8 The Board of Trustees unanimously voted to dismiss employee HR-2023-24-07.

7. REPORTS

7.1 ***Student Representative's Report***

Student Representative to the Board of Trustees Daniella Ruiz congratulated the first 4-year athletes and CIF finalists from Anaheim High School. She highlighted Cambridge Virtual Academy's Korean Resilience Night, Track and Field Groundbreaking Ceremony at Cypress High School, Bags of Hope event at Katella High School, and many more.

7.2 ***Student Speakers***

There were no requests to speak.

7.3 ***Reports of Associations***

Brittany Bouska, APGA co-president, shared the needs assessment results, which revealed student's strengths such as analytical and creative thinking skills, as well as areas of need. In addition, she expressed counselors are looking forward to working with students to create a comprehensive road map for post-secondary education.

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

There was no report.

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

There were no requests to speak.

9. **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.

9.1 ***President of the Board of Trustees***

Trustee Smith nominated Trustee Randle-Trejo for president of the Board of Trustees.

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees selected Trustee Randle-Trejo for the position of president of the Board of Trustees.

9.2 ***Clerk of the Board of Trustees***

Trustee Smith nominated Trustee Piercy for clerk of the Board of Trustees.

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees selected Trustee Piercy for the position of clerk of the Board of Trustees.

9.3 ***Assistant Clerk of the Board of Trustees***

Trustee O'Neal nominated Trustee Guerrero for assistant clerk of the Board of Trustees.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees selected Trustee Guerrero for the position of assistant clerk of the Board of Trustees.

10. **APPOINTMENTS TO THE BOARD OF TRUSTEES**

10.1 ***Secretary***

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees appointed the superintendent as the secretary of the Board of Trustees.

10.2 ***Assistant Secretary***

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees appointed the assistant superintendent, Business, as the assistant secretary of the Board of Trustees.

10.3 ***Parliamentarian***

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees appointed the District counsel as the parliamentarian of the Board of Trustees.

10.4 ***Chief Negotiator***

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees appointed the assistant superintendent, Human Resources, as the chief negotiator of the Board of Trustees.

11. ESTABLISH DAY AND HOUR FOR REGULAR SCHOOL BOARD MEETINGS

The Board of Trustees was requested to determine the calendar for the 2024 regular school Board meetings. Regular meetings will be held on Thursdays, with the exception of Tuesday, May 7, 2024. All regular meetings will begin at 6:00 p.m. for open session.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees reviewed the dates provided and established the schedule for the 2024 regular Board of Trustees' meetings.

12. BOARD OF TRUSTEES' APPOINTMENTS TO COMMITTEES

Action:
On the motion of Trustee O'Neal, 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, as amended during the meeting.

13. PRESENTATION

2023-24 First Interim Budget Report

Background Information:
Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. These certifications shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported

pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:
The Board received a presentation from the assistant superintendent, Business Services regarding the District's fiscal solvency.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

14. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

14.1 ***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:

14.1.1 Future Last Responders of Loara, Loara High School
14.1.2 Best Buddies, South Junior High School

Budget Implication:
Each school-sponsored student organization offsets operational costs through donations and fundraising efforts.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote for the school-sponsored organizations.

RESOLUTIONS

14.2 ***Resolution No. 2023/24-B-06, Adjustments to Income and Expenditures, General Fund; Resolution No. 2023/24-B-07,Adjustments to Income and Expenditures, Various Funds; and the 2023-24 First Interim Report***

Background Information:
Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. These certifications shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, District property tax revenues pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certifications shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). These certifications shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:
In certifying the 2023-24 First Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Budget Implication:
As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2023/24-B-06, Adjustments to Income and Expenditures, General Fund, and Resolution No. 2023/24-B-07, Adjustments to Income and Expenditures, Various Funds, authorizes budget adjustments per Education Code Sections 42602 and 42610.

Action:
1. On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-B-06, and Resolution No. 2023/24-B-07. The roll call vote follows.

   Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
   Absent: Trustee Piercy

2. On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the positive certification of the 2023-24 First Interim Report that the District will meet its financial obligations.

14.3 ***Resolution No. 2023/24-B-08, 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 be reviewed by the Board of Trustees. The Fees, which are recorded in the Capital Facilities Fund, are received from new residential and commercial/industrial development. The Fees are used to mitigate the impact of new development on the District's school facilities.

Current Consideration:
Pursuant to statutory requirements, the Reports for the 2022-23 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 a resolution, which affirms the reported information. The Reports are available for viewing in the Accounting Department.

Budget Implication:
There is no impact to the budget. This is a reporting of developer fee financial information only.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2023/24-B-08. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

14.4 ***Resolution No. 2023/24-BOT-01, Compensation for Board Meeting***

Background Information:
Education Code Section 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month. Education Code Section 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed, but authorizes the Board, by resolution, to compensate a Board member for meetings he/she missed due to one of the following reasons: (1) performance of other designated duties for the District during the time of the meeting; (2) illness or jury duty; or (3) hardship deemed acceptable by the Board.

Current Consideration:
Trustee Guerrero was not present at the November 16, 2023, Board of Trustees' meeting due to hardship related to work obligations and responsibilities.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-BOT-01. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, and Randle-Trejo
Abstain: Trustee Guerrero
Absent: Trustee Piercy

BUSINESS SERVICES

14.5 ***New Board Policy 91105 (6163.2), Animals on Campus, Third Reading***

Background Information:
Currently, the District does not have a policy that speaks to, or regulates, animals on District property.

Current Consideration:
The District does not currently have a policy addressing animals on campus. The proposed policy is based on the California School Boards Association's (CSBA) policy on animals on campus, 6163.2.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees reviewed and approved Board Policy 91105 (6163.2).

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote for Board Policy 91105 (6163.2).

14.6 ***Use of Facilities Agreement, North Orange County Community College District***

Background Information:
North Orange County Community College District (NOCCCD), will be undertaking the renovation project of its boardroom beginning January 2024. The displacement of NOCCCD's board meetings will be required, thus prompting NOCCCD to seek an alternate location from the District to accommodate the continuance of their board meetings during construction.

Current Consideration:
NOCCCD is requesting to use the District's boardroom and meeting room upon the start of construction at NOCCCD as long as the use does not conflict with the District's activities. The agreement will be in effect January 1, 2024, through June 30, 2024, or completion of construction at NOCCCD, whichever comes first.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

14.7 ***Agreements, Division of the State Architect (DSA) Inspector of Inspector of Records Services***

Background Information:
The Board of Trustees previously approved the agreements for the Geotechnical Soils Inspections and Material Testing Services at the November 16, 2023, Board meeting. The District issued Request for Proposals (RFP) 2024-07 for "Division of the State Architect (DSA) Inspector of Record, Geotechnical Soils Inspections and Material Testing Services," seeking qualified firms to provide the requested professional services for the District's construction projects and other work associated with the Facilities and Maintenance departments. The District received over 38 proposals from qualified firms.

Current Consideration:
After the review of the submitted qualifications and proposals, staff recommended to the Board of Trustees the selection of the firms listed below based on the fact that they achieved the highest best value score pursuant to the criteria set forth in the RFP. The District desires to enter into an agreement with each firm to conduct all work required under the respective service classification. It is believed that these firms will provide the best service and value to the District over the next five years.

DSA Inspector of Records Services
- Beck's Construction Service, Inc.
- Knowland Construction Services, Inc.
- Vital Inspection Services, Inc.

Budget Implication:
The agreement for each consultant will be based on their hourly or service fee schedules, not to exceed $500,000 per firm. (Measure H Fund, ESSER Funds, Facilities Funds, Maintenance Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the agreements.

14.8 ***Ratification, Lease-Leaseback Agreement, AP Construction Group, Inc. dba Air Plus, South Junior High School HVAC Replacements, RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the South Junior High School HVAC Replacements. 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 #2023-08 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 AP Construction Group, Inc. dba Air Plus as one of the LLB contractors for this project.

AP Construction Group, 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 AP Construction Group, Inc. The agreement is subject to ratification by the Board.

Budget Implication:
The final LLB agreement, which includes the GMP and associated contingencies, and the preconstruction services agreement, will not exceed $5,518,312. The total project cost including District contingencies and allowances will not exceed $5,683,861. (ESSER Funds, Maintenance Funds, Measure H Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the preconstruction services agreement, and the LLB agreement with AP Construction Group, Inc. for the subject project.

14.9 ***Ratification, Lease-Leaseback Agreement, Scorpio Enterprises dba Aire-Masters Air Conditioning, District Office HVAC Replacements, RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the District Office HVAC Replacements. 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 #2023-08 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 Scorpio Enterprises dba Aire-Masters Air Conditioning as one of the LLB contractors for this project.

Aire-Masters Air Conditioning 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 Aire-Masters Air Conditioning. The agreement is subject to ratification by the Board.

Budget Implication:
The final LLB agreement, which includes the GMP and associated contingencies, and the preconstruction services agreement, will not exceed $5,528,068. The total project cost including District contingencies and allowances will not exceed $5,859,752. (ESSER Funds, Maintenance Funds, Measure H Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees ratified the preconstruction services agreement, and the LLB agreement with Aire-Masters Air Conditioning for the subject project.

EDUCATIONAL SERVICES

14.10 ***Institutional Membership, California IT In Education (CITE)***

Background Information:
CITE is a recognized authority in California information technology. CITE is a not-for-profit, professional membership association supporting the Information Technology (IT) Professionals working in schools. Its members are individuals that support teaching and learning through the maintenance of hardware, software, internet, data, and technology infrastructure.

Current Consideration:
CITE organizational membership benefits include the ability for the District to receive discounted rates for professional services, as well as CITE's Privacy Services program.

Budget Implication:
The cost of the organizational membership is $375. This cost will be offset by the reduced cost in our data privacy agreement program. (General Fund)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the CITE institutional membership.

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote for the CITE institutional membership.

14.11 ***Memorandum of Understanding (MOU), Magnolia School District (MSD)***

Background Information:
The District receives students from the Magnolia School District (MSD) annually. There is presently a process in place to transfer student data from elementary districts to the District. Elementary districts either submit data directly or, for hosted districts, request Aeries to provide the data to the District.

Current Consideration:
This MOU creates a data sharing agreement that provides the District personally identifiable data to facilitate the onboarding of incoming 7th graders from MSD. The MOU also provides the ability for the District and MSD to collaborate on sibling matching.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

14.12 ***Memorandum of Understanding (MOU), Digital Promise Global***

Background Information:
Hewlett Packard facilitated a conversation between the District and Digital Promise Global to discuss their Reinvent the Classroom Spotlight School program. District staff participated in a program overview session and communicated the opportunity back to education leadership. Digital Promise is a global nonprofit working to expand opportunity for every learner. Working with a wide range of partners and practitioners in the U.S. and around the world, their initiatives have impacted over 4.4 million students and 180,000 teachers across 173 districts and in 27 countries to date.

Current Consideration:
This MOU provides the awarded school at least 30 hours of professional development for two to three teachers. The school site will also receive up to $30,000 in hardware and software to create a digital studio. Digital Promise Global will write a whitepaper about the school. Anaheim High School has been selected based on teachers identified in multiple subject areas, as well as candidate spaces for a learning studio referenced in the MOU. The MOU will be in effect until November 17, 2026.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees ratified the MOU.

14.13 ***Quote, PowerSchool Group, LLC***

Background Information:
The Education and Business Divisions have been reviewing PowerSchool Group, LLC's (PowerSchool) Predictive Enrollment Analytics system to meet a variety of needs that are presently not accessible to District staff. PowerSchool is a leading provider of cloud-based K-12 software that supports educators, administrators, and families to help students learn in a way that's right for them.

Current Consideration:
PowerSchool's Predictive Enrollment Analytics provides two features that District staff do not presently have access to. The tool gives staff the powerful ability to connect census and other data to District data in a geolocation or mapping framework. The system also has tools for boundary analysis. In additional to these benefits, the tool provides enrollment prediction capabilities, giving the Business Office a second data set for their analysis. Finally, the District will be able to connect directly to Aeries providing efficiencies in address management. Services will be provided December 15, 2023, through December 14, 2024.

Budget Implication:
The total cost for this service is not to exceed $34,920. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the quote.

14.14 ***Contract, Independent Occupational Therapy Evaluation, Susanne Smith Roley***

Background Information:
The District employs occupational therapists and other personnel who evaluate a student's needs for special education and related services. The District has both the right and obligation to assess special education students in all areas of suspected disabilities. Under the Individuals with Disabilities Education Act and California special education law, a parent of 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 evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:
Following parent's request for an independent occupational therapy assessment and consultation with parent and parent's representative, the District determined that it was in the best interest of the student and the District to provide an independent assessment and allow the individualized education program team to consider the information.

Budget Implication:
The total cost for these services is not to exceed $2,000. (Special Education Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the contract.

HUMAN RESOURCES

14.15 ***Revised Board Policy 6306, Substitute Teacher Salary Schedule, First and Final Reading***

Background Information:
The state of California is currently experiencing a shortage in the number of substitute teachers available to cover teacher absences. Over the past years, there have been an abnormal number of unfilled assignments that have resulted in an adverse impact on the school sites. To remedy the situation, school sites have paid classroom teachers to work during their conference periods at the hourly teacher rate to fill the assignments. This has resulted in increased expenditures and stress.

Current Consideration:
The Board of Trustees was requested to review and/or approve revised Board Policy 6306, Substitute Teacher Salary Schedule, which reflects increases to substitute teacher salary rates as follows: from $160 per day for day-to-day assignments to $190, from $80 per day for half-day assignments to $95, and from $185 per day for long-term assignments to $220.

Budget Implication:
Substitute teacher rates are a budgeted annual expense. (General Fund)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees reviewed and approved revised Board Policy 6306.

15. **CONSENT CALENDAR**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 15.1 pulled by Trustee Randle-Trejo, as well as 15.8, Exhibit W, and 15.9 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

BUSINESS SERVICES

15.1 ***AB 1808, Classified School Employee Summer Assistance Program (CSESAP)***

Background Information:
In the Omnibus Education Trailer Bill, AB 1808, signed by the Governor on June 27, 2018, the Legislature appropriated $50 million to provide matching grant assistance to eligible classified employees. The purpose of the matching grant funds is to encourage classified employees, who work 11 months or less per year, who would otherwise not be paid during the summer months to defer a portion of their pay. Employee participation in the program is voluntary. Depending upon the number of school districts and classified employees who elect to participate, the matching grant would provide up to a one-to-one match of deferred pay (limited to a maximum of 10 percent of the employee's monthly pay). District participation is optional. The District is currently participating in the program for the 2023-24 year.

The District is required to determine whether to participate in the program for the 2024-25 year, and notify classified employees by January 1, 2024. 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

Current Consideration:
The District will notify all classified employees of the District's intent to participate in the CSESAP in December 2023. In January 2024, 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, 2024.

Budget Implication:
Classified employees that work 11 months or less, who were employed by the District for at least a year, and are paid less than $62,400 will be eligible. Business Services estimates that 1,078 classified employees will be eligible to participate in the matching grant program, although it is unknown how many will elect to do so.

Costs for the program will include administrative costs for processing participation forms, changes in participation level, and accounting for the disbursement of the matching grant funds. In addition, the State will pay the matching grant funds directly to the District, which will then be disbursed as regular payroll. Although the matching grant funds are not considered "compensation" for CalPERS retirement purposes, which means that CalPERS contributions do not need to be paid on the matching grant amount, the funds will be considered ordinary income and taxes will have to be withheld and paid on that amount. Business Services estimates that the District will have to pay an amount equal to 10.16 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, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the participation in the AB 1808, Classified School Employee Summer Assistance Program.

15.2 ***Amendment, Agreement, North Orange County Community College District (NOCCCD)***

Background Information:
On July 18, 2021, the District and NOCCCD entered into a professional services agreement related to the use of facilities (Agreement) that allows NOCCCD the use of two classrooms for free English as Second Language (ESL) classes, makeup testing, and counseling at Ball and Sycamore junior high schools. On August 10, 2023, an amendment was approved to also include Loara High School.

Current Consideration:
The District and NOCCCD have an interest to amend the Agreement to provide free ESL classes, makeup testing, and counseling services to include four additional schools: Katella High, Polaris, Gilbert high schools, and Dale Junior High School. The amendment would start services at all four sites on November 15, 2023, through June 30, 2026. All other terms and conditions remain consistent with the agreement including waiving any facilities use fees, unless noted otherwise.

Budget Implication:
There is no impact to budget.

Action:
The Board of Trustees ratified the amendment.

15.3 ***Piggyback Bids, Purchase Through Public Corporation or Agency***

Background Information:
Twenty-first century furniture is required for the new two-story Magnolia High School Center of Excellence for Technology and Innovation Classroom, and the Administration Building,

and the Art Building. These buildings will include state-of-the-art spaces that include cybersecurity classrooms, cybersecurity workrooms, a recording lab, a control room, multiple conference rooms, an instructional server room, a lobby, offices, and workstations, along with a renovated facility that houses ceramics and art classrooms. The buildings will be ready to receive furniture prior to the start of the 2024-25 year.

Current Consideration:
Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing contract of another public entity, which is commonly known as piggybacking. By piggybacking, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while fulfilling the District's legal requirements. This will also ensure that the District is able to acquire innovative furniture that meets the standards established Districtwide. Staff analyzed purchasing options for classroom furniture and determined that the Torrance Unified School District Bid 10-04.09.19 can be utilized to acquire these products from CN School and Office Solutions, Inc. dba Culver-Newlin. Staff was also able to negotiate better discounts than those currently on the Torrance Unified School District bid, which will result in additional cost savings to the District.

Budget Implication:
The total cost is not to exceed $502,707. (Measure H Funds)

Action:
The Board of Trustees approved the use of Torrance Unified School District's Bid 10-04.09.19, pursuant to PCC 20118, for the purchase and delivery of furniture, and related items, from CN School and Office Solutions, Inc. dba Culver-Newlin.

15.4 ***Ratification of Change Orders***

Bid #2020-14, Magnolia High School	P.O. #P64A0097
Site Improvement	
The Nazerian Group	
Original Contract	$10,614,123
Change Order #1	($391,784)
Change Order #2	($405,618.77)
New Contract Value	$9,816,720.23
Bid #2021-12, Magnolia High School	P.O. #P64A0252
Locker Room Renovations	
The Nazerian Group	
Original Contract	$4,844,123
Change Order #1	($360,016.89)
New Contract Value	$4,484,106.11
Bid #2023-22, Polaris High School	P.O. #S64A0280
Portable Buildings Modernization	
Leonida Builders, Inc.	
Original Contract	$345,000
Change Order #1	($2,446.73)
New Contract Value	$342,553.27

Action:
The Board of Trustees ratified the change orders as listed above.

15.5 ***Notices of Completion***

Bid #2020-14, Magnolia High School	P.O. #P64A0097
Site Improvement	
The Nazerian Group	
Original Contract	$10,614,123
Contract Changes	($797,402.77)
Total Amount Paid	$9,816,720.23

Bid #2021-12, Magnolia High School	P.O. #P64A0252
Locker Room Renovations	
The Nazerian Group	
Original Contract	$4,844,123
Contract Changes	($360,016.89)
Total Amount Paid	$4,484,106.11

Bid #2023-22, Polaris High School	P.O. #S64A0280
Portable Buildings Modernization	
Leonida Builders, Inc.	
Original Contract	$345,000
Contract Changes	($2,446.73)
Total Amount Paid	$342,553.27

Action:
The Board of Trustees authorized the assistant superintendent, Business to accept Bids #2020-14, #2021-12, and #2023-22, as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified items 15.8, Exhibit W, and 15.9 with the following vote.

Ayes: Trustees Guerrero, Smith, and Randle-Trejo
Abstain: Trustee O'Neal
Absent: Trustee Piercy

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

Action:
The Board of Trustees ratified the reports November 6, 2023, through December 3, 2023.

15.9 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report November 6, 2023, through December 3, 2023.

15.10 **SUPPLEMENTAL INFORMATION**

15.10.1 ASB Fund, October 2023

15.10.2 Cafeteria Fund, September 2023

15.10.3 Enrollment, Month 4

EDUCATIONAL SERVICES

15.11 ***License Subscription, ArbiterSports, LLC for Junior High Schools***

Background Information:
ArbiterSports (Arbiter) is a leading-edge software application, made possible through a partnership with the California Interscholastic Federation (CIF), that is used to automate the payment of officials. This program provides an effective and efficient way for our District athletic programs to pay game officials promptly, on-time, and with ease. The District's athletic programs must pay game officials for services rendered regularly. This process, in most schools, is a manual process that can be cumbersome and inefficient for both the school and the officials.

Current Consideration:
An agreement with Arbiter was approved on July 20, 2023, to provide unlimited transactions for the District's high school athletic programs for five years. An additional License Subscription is being requested to include junior high schools to the services. All other terms and conditions remain intact.

Budget Implication:
The cost for these services is not to exceed $12,414 annually, with an initial fee of $1,450, for a total cost of $51,106 for the five-year term. (General Fund)

Action:
The Board of Trustees approved the license subscription.

15.12 ***Memorandum of Understanding (MOU), Cypress College, Magnolia High School Cybersecurity Pathway***

Background Information:
Cypress College would like to use grant funding under the California CCAP STEM Pathways Program in Cybersecurity grant to pay for student activities related to the coordination of the Cybersecurity Career Pathway Program during the 2023-24 year.

Current Consideration:
The District and Cypress College would like to enter into a MOU to allow the District to pay for costs related to a student banquet for cybersecurity pathway students, and to invoice Cypress College for these expenses under the California CCAP STEM Pathways Program in Cybersecurity grant. Services are being provided November 17, 2023, through June 30, 2024.

Budget Implication:
There is no impact to the budget. Grant funds from Cypress College are not to exceed $1,000.

Action:
The Board of Trustees ratified the MOU.

15.13 ***Amendment, Service Agreement, Art of Education***

Background Information:
The District purchased the licensing to the Art of Education application to augment the online learning experience for teachers and students. In the 2020-21 year, teachers provided feedback on applications that supplement the District's existing learning platforms. Art of Education allows visual arts teachers to search thousands of premium curriculum materials, including lessons, videos, resources, and assessments. The platform also provides relevant professional learning for visual art teachers.

Current Consideration:
On September 14, 2023, the District reviewed and approved the Art of Education and other supplemental, educational technology applications to advocate for standard applications in the school years that follow. An amendment was requested to allow additional licenses for two new teachers. All other terms and conditions remain intact.

Budget Implication:
The new amended amount is at a total cost not to exceed $27,105.72. The previously approved amount was at a total not to exceed $26,619. (Title IV Funds)

Action:
The Board of Trustees approved the amendment.

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

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

Current Consideration:
An agreement with NOCCCD, through Cypress College and Fullerton College, was approved on June 17, 2021, to offer dual enrollment courses at the following school sites: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Polaris, Savanna, and Western high

schools, as well as Oxford Academy and Cambridge Virtual Academy. An amendment is necessary to include additional courses. All other terms of the agreement remain intact.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment.

15.15 ***Amendment, Parchment, Inc.***

Background Information:
Parchment is the most widely adopted digital credential service, allowing learners, academic institutions, and employers to request, verify, and share credentials in simple and secure ways. Thousands of schools and universities exchange more than 30 million transcripts and other credentials through Parchment Inc. The program is self-funded through fees collected.

Current Consideration:
The purpose of the amendment is to add the District's newest program, Cypress Independent Studies, to the list of participating institutions with Parchment Inc. All other terms and conditions will remain intact.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment.

15.16 ***Agreement, Dr. Fernando Rodriguez-Valls***

Background Information:
The District currently serves over 600 English Learners 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 up to 100 high school English Learner students. The curriculum design, developed by Dr. Fernando Rodríguez-Valls, Associate 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 and implement community-based literacy programs. Dr. Rodríguez-Valls' work focuses on equitable instructional practices for second language learners and migrant 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 presentation to the District with a written report of the second-year program. Services will be provided December 13, 2023, through July 31, 2024.

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

Action:
The Board of Trustees approved the agreement.

15.17 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted.

15.18 ***Instructional Materials Submitted for Adoption***

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

Action:
The Board of Trustees adopted the selected materials.

15.19 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment, English, IB Physics, and 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, December 13, 2023, through January 18, 2024.

Action:
The Board of Trustees approved the display.

15.20 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

15.21 ***2023-24 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 2023-24 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.

15.22 ***Agreement, Biola 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 an agreement in place with Biola University since 2002.

Current Consideration:
This agreement with Biola University provides field and/or practicum experience. Students will meet with school site supervisors in their respective fields to observe, participate, and assist. Additionally, supervisors will model professional attire, development, and conduct. This agreement is effective December 13, 2023, through December 12, 2028.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

15.23 ***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 schedule for the Non-Classified employee group.

The proposed modifications include the following:

- Non-Classified: Inclusion of the Tutor-AVID, Tutor-Career Pathways, Tutor-General, and Tutor-LAEP; rate increase for the Student Worker and Workability Student classifications based on changes to the State minimum wage requirements; and removal of the classification of Tutor.

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

Action:
The Board of Trustees adopted the salary schedule for the Non-Classified employee group as submitted.

15.24 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

15.25 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

15.26 ***Amendment, Westin Anaheim, Artificial Intelligence (AI) K12 Deeper Learning Summit***

Background Information:
The Artificial Intelligence (AI) K12 Deeper Learning Summit will provide educational leaders and society with the development of powerful AI tools accessible to everyone. AI is going to change the world, and our students need to be ready. For years we've heard from our government, industry, and academic communities, who have been warning about the growing and unmet need for foundational and technical AI education. Recently-released generative AI tools like OpenAI's ChatGPT and Google's Bard have captured the world's attention because we are all beginning to see clearly that the long-foretold AI revolution is now here. Students who aren't empowered to harness AI as creators, consumers, workers, and citizens will be left behind.

Current Consideration:
At the September 14 Board meeting, the Board of Trustees approved the agreement with the Westin Anaheim to host the AI K12 Deeper Learning Summit, which will be held on Thursday, February 29, 2024, through Saturday, March 2, 2024. An amendment was requested to increase from the previously approved amount of $100,000 to $125,000. All other terms and condition will remain the same.

Budget Implication:
The total cost for these services is not to exceed $125,000. (Grant Funds)

Action:
The Board of Trustees approved the amendment, as amended prior to the adoption of the agenda.

15.27 ***Board of Trustees' Meeting Minutes***

November 16, 2023, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

16. **SUPERINTENDENT AND STAFF REPORT**

Superintendent Matsuda wished a happy holiday to staff, students, and parents.

Dr. Fried wished everyone a happy, healthy, safe New Year and holiday season.

Dr. Nien thanked those in attendance at the Track and Field Groundbreaking Ceremony for Cypress High School. She also mentioned the upcoming Ribbon Cutting Ceremony for Anaheim High School's Track and Field taking place on December 21, 2024.

Mr. Widell wished everyone a wonderful holiday season.

Mr. Saldivar wished all the happiest of holidays.

17. **BOARD OF TRUSTEES' REPORT**

Trustee Guerrero thanked the Transportation team for hosting her on the "Celebrity Ride Along," as well as reported she attended the California Civic Learning Award visit at Dale Junior High School and Gilbert High School, OCDE Teachers of the Year Dinner, AUHSD Band Spectacular, CSBA Annual Conference, and the visit to the Career Technical Education Center in Bakersfield. She also congratulated the District's Korean American Studies Program for receiving the Outstanding Ethnic Studies Community Partner Award, as well as thanked Orlando Griego and his team for assisting with the toy distribution event hosted by Orange County Supervisor Doug Chaffee. Lastly, she wished everyone happy holidays.

Trustee Smith said she attended the Track and Field Groundbreaking Ceremony for Cypress High School and the Student Discipline Task Force Meeting. Additionally, she acknowledged staff for their dedication and wished everyone a lovely holiday season.

Trustee O'Neal reported he attended the Boys and Girls Club Grand Opening of their AT&T Connected Learning Center, Track and Field Groundbreaking Ceremony for Cypress High School, and CSBA Annual Conference. He wished everyone a safe and happy holiday season.

Trustee Randle-Trejo stated she attended the GASELPA Board Meeting and the CSBA Annual Conference. She gave kudos to staff who presented at the CSBA Annual Conference, as well as wished all a happy holiday and grateful New Year.

18. **ADVANCE PLANNING**

18.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, January 18, 2024, at 6:00 p.m.

Thursday, February 15
Thursday, March 7
Thursday, April 18
Tuesday, May 7
Thursday, June 6
Thursday, June 13
Thursday, July 18
Thursday, August 8
Thursday, September 12
Thursday, October 17
Thursday, November 14
Thursday, December 12
Thursday, December 19

18.2 ***Suggested Agenda Items***

19. **ADJOURNMENT**

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:02 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 18, 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 3:30 p.m.

Present: Annemarie Randle-Trejo, president; Jessica Guerrero, assistant clerk; Katherine H. Smith, and Brian O'Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

Absent: Anna L. Piercy, clerk

2. ADOPTION OF AGENDA

Staff requested the following amendment to the agenda:

- Exhibit FF, replace page 11 to remove duplicate wording.

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:31 p.m.

Trustee Piercy entered closed session at 3:32 p.m.

Trustee Piercy exited closed session at 4:43 p.m.

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

5.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:00 p.m.

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

Student Representative to the Board of Trustees Daniella Ruiz 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***

Assistant 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 No reportable action taken regarding existing litigation.

5.3.3 The Board of Trustees, by a vote of 5-0, approved the settlement agreement with Student to reimburse privately provided services.

5.3.4 No reportable action taken regarding negotiations.

5.3.5 No reportable action taken regarding personnel.

5.3.6 The Board of Trustees unanimously voted to reassign employee HR-2023-24-06.

5.3.7 The Board of Trustees unanimously voted to accept the agreement with employee HR-2023-24-08.

5.3.8 The Board of Trustees took formal action, by a vote of 5-0, to approve the expulsion of student 23-07.

6. RECOGNITIONS

6.1 ***Puente Statewide Academic and Leadership Award, Class of 2024***

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.

Angel Ruiz Nunez, Anaheim High School
William Gonzales, Katella High School
Daisy Quezada, Magnolia High School
Karina Soliman, Savanna High School
Zury Mosqueda, Western High School

6.2 ***Honor Outgoing Board President***

The Board of Trustees honored Trustee O'Neal for his service as Board president from December 2022 through December 2023.

Items 10.1 and 10.2 were pulled forward.

10. **ITEMS OF BUSINESS**

BUSINESS SERVICES

10.1 ***Financial Audit for Fiscal Year 2022-23***

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 reported using the format established by the California State Controller's Office. California Education Code Section 41020.3 requires that the Board of Trustees review the annual audit at one of its regularly scheduled meetings.

Current Consideration:
The Board of Trustees has previously retained the firm of Eide Bailly, LLP, certified public accountants to conduct the District's annual audit. Representatives of the firm have completed their examination and have presented the results to District staff. The final report 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 ending June 30, 2023.

10.2 ***Bond Audit Report for Fiscal Year 2022-23***

Background Information:
Eide Bailly, LLP recently issued the audit report for the General Obligation Bonds, Building Fund (Measure H). The report will be presented to the Citizens' Oversight Committee on February 2024. California Education Code Section 15286 requires the audit report be submitted to the Board of Trustees no later than March 31 of each year.

Current Consideration:
The Board of Trustees retained the firm of Eide Bailly, LLP, certified public accountants to conduct the District's 2022-23 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, 2023.

7. REPORTS

7.1 ***Student Representative's Report***

Student Representative to the Board Daniella Ruiz highlighted Angelina Garibay, Anaheim High School senior, for scoring the first goal on the new field, as well as shared Cambridge Virtual Academy had the Treasure Trove Market, Gilbert High School celebrated a significant increase in graduates, Kennedy High School hosted their RSVP Summit, and many more.

7.2 ***Student Speakers***

There were no requests to speak.

7.3 ***Reports of Associations***

Geoff Morganstern, ASTA president, introduced himself as the new ASTA president and shared his appreciation for the bargaining team, as well as acknowledged Cabinet for their support. He highlighted the community schools work being done at Katella and Magnolia high schools.

Jennifer Sasai, ALTA president, reported school sites are prepping for the LCAP process, the Servathon on January 20, 2024, conducting their Capstone presentations, as well as recognizing Teachers of the Year. Lastly, she expressed her love and support for Trustee Piercy.

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

There was no report.

8. PRESENTATIONS

8.1 ***Big Brothers Big Sisters of Orange County and the Inland Empire***

Background Information:
Big Brothers Big Sisters of Orange County and the Inland Empire (BBBS) has been a partner with the District for several years, providing a variety of programs for District students. These programs have included opportunities for District students to mentor elementary school students, as well as to be mentored by college students. In addition, BBBS has provided a number of workplace mentoring programs providing professional mentors to not only guide students in their college, career, and life plans, but also to provide social emotional support as students navigate the challenges of high school.

Current Consideration:
The BBBS team provided a presentation updating the Board of Trustees on its programs and outcomes.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

8.2 ***Esports***

Background Information:
Esports, short for electronic sports, is competitive video gaming where players or teams compete in organized tournaments. Esports has grown into a major industry with dedicated fan bases, professional teams, and significant prize pools. In addition, there are numerous college scholarship opportunities for Esports players. Esports provides students with practice in 21st century skills, including the 5Cs: communication, collaboration, critical thinking, creativity, and character, as well as students interested in Esports often go into STEM careers.

The District has been encouraging the growth of Esports at its school sites for the last several years, including the development of Board policy in support of Esports, as well as a stipend for Esports advisors.

Current Consideration:
The Esports Leadership Team provided a presentation to the Board of Trustees on its 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 officially received the information.

9. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

9.1 Christopher Vite, District alumni, stated he is seeking to change the Anaheim High School mascot as it represents past trauma and has a deep impact on indigenous people.

9.2 Mazatl Tepehyolotzin, District alumni, thanked the District for the land acknowledgement and read an excerpt from the book *There There.*

9.3 David Lopez, local educator, spoke in favor of changing the Anaheim High School mascot.

9.4 Brad Minami, director, Purchasing and Central Services, thanked the Board, Cabinet, and colleagues for their support throughout the years, as well as spoke of the impact the District has had on him, which he will take on his new journey.

10. **ITEMS OF BUSINESS**

10.1 This item was pulled forward in the agenda.

10.2 This item was pulled forward in the agenda.

EDUCATIONAL SERVICES

10.3 ***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:

10.3.1 Cypress High School American Cancer Society, Cypress High School
10.3.2 Cypress Bruins Fighting Pediatric Cancer, Cypress High School
10.3.3 Kairos Photography Club, Cypress High School
10.3.4 Social Justice Association (SoJA), Gilbert High School
10.3.5 Muslim Students Association (MSA), Savanna High School
10.3.6 Korean Club, Walker Junior High School
10.3.7 Pickleball Club, Walker Junior High School

Budget Implication:
Each school-sponsored student organization offsets operational costs through donations and fundraising efforts.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored student organization applications.

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote for the school-sponsored organizations.

RESOLUTIONS

10.4 ***Resolution No. 2023/24-B-09, Increase the Health and Welfare Trust/Bank Account Balance***

Background Information:
The District maintains a Health and Welfare trust account through which medical claims costs are paid. As of January 1, 2024, the District will be changing prescription benefit managers from Express Scripts Inc. to Anthem/Carelon Rx. The prescription payments will now be automatically drawn from the District's Health and Welfare trust account at Farmers and Merchants Bank. Prior to this change the District issued a paper warrant. As a result, the amount drawn weekly from the trust account will increase. Our current trust account balance is $2.8 million. The average monthly disbursement for prescription claims is $1.2 million. In order to ensure there is no interruption of payments, it is necessary to increase the Health and Welfare trust account balance to $4 million. Increasing the balance for the trust account has no fiscal impact to the District. This will allow the District to pay the increased prescription claims as required.

Current Consideration:
This resolution will increase the Health and Welfare trust account from $2,800,000 to $4,000,000.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-B-09, to increase the Health and Welfare trust account to $4,000,000. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.5 ***Resolution No. 2023/24-B-10, Signature Authorization***

Background Information:
The Board of Trustees was requested to adopt Resolution No. 2023/24-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 O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-B-10. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.6 ***Resolution No. 2023/24-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. 2023/24-HR-02, National School Counseling Week, declares the week of February 5, 2024, through February 9, 2024, 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, the Board of Trustees adopted Resolution No. 2023/24-HR-02, National School Counseling Week. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.7 ***Resolution No. 2023/24-BOT-02, Compensation for Board Meeting***

Background Information:
Education Code Section 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month. Education Code Section 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed, but authorizes the Board, by resolution, to compensate a Board member for meetings he/she missed due to one of the following reasons: (1) performance of other designated duties for the District during the time of the meeting; (2) illness or jury duty; or (3) hardship deemed acceptable by the Board.

Current Consideration:
Trustee Piercy was not present at the December 12, 2023, and the January 18, 2024, Board of Trustees' meetings due to illness.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-BOT-02. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

BUSINESS SERVICES

10.8 ***Agreement, Food Finders, Inc.***

Background Information:
California Senate Bill 1383 requires local education agencies with an onsite food facility to arrange for the donation of excess edible food and for jurisdictions to implement a recycling program to divert organic waste from businesses subject to the law. The bill's purpose is to reduce greenhouse gas emissions, such as methane, and address food insecurity in California. As a means to reduce food waste and protect children, families, and the community at large from the harmful effects of food insecurity, the Board of Trustees is being asked to participate in the Food Finders food donation program. This will allow the recovery of excess edible food in accordance with federal, state, and local requirements for distribution to a local nonprofit food relief agency ("Pantries") or a Food Repurposing Kitchen.

There are instances throughout the year when there is leftover food, primarily in the District Food Center. Rather than dispose of this food, it will be diverted to Food Finders, Inc. who will ensure it is distributed to children, families, and the community.

Current Consideration:
The agreement with Food Finders, Inc. will commence on January 19, 2024, and for the remainder of the 2023-24 year, renewable annually by the District's assistant superintendent, Business for up to 5 years.

Budget Implication:
There is no impact on the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement with Food Finders, Inc.

10.9 ***Agreement, Michelle Curry***

Background Information:
Michelle Curry is a retired director, Food Services. She is well respected in the field and has over 30 years of food services experience, including 20 years in child nutrition. Michelle Curry was on the Chef's Task Force for the School Nutrition Association. Since retiring, she has consulted for numerous school districts supporting when they have the need. She specializes in kitchen training, recipe development, and leadership skills.

Current Consideration:
As a requirement for use of Kitchen Infrastructure Training funds, expenses for the consulting services must be expended by June 30, 2025. Michelle Curry will provide consulting services to support Food Services January 19, 2024, through June 30, 2024.

Budget Implication:
The cost for these services is not to exceed $5,000. (Cafeteria Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.10 ***Assignment of Agreement, Luminare Health Benefits***

Background Information:
At the December 15, 2020, Board of Trustees' meeting, the Board approved the contract with Trustmark Health Benefits, Inc. (THB) to serve as the third-party claims administrator for the District's self-funded EPO and PPO medical plans, effective January 1, 2021.

In 2022, THB was acquired by Health Care Service Corporation (HCSC), and as part of the transition changed their name to Luminare Health Benefits.

Current Consideration:
The acquisition of THB, and name change to Luminare Health Benefits, will not affect the terms of the original agreement or any subsequent amendments. The District's dedicated account team, systems, and services will remain the same.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the assignment of agreement recognizing the acquisition of THB and transition to Luminare Health Benefits.

EDUCATIONAL SERVICES

10.11 ***Agreement, Caroline Lee, Ph.D.***

Background Information:
Dr. Lee is a licensed clinical child, adolescent, and adult psychologist currently in private practice in Orange County, California. She is also a former public school teacher. Dr. Lee routinely gives psychoeducation presentations and workshops to schools, companies, and community organizations. Dr. Lee specializes in working with students and parents to improve psychological well-being in the home. Dr. Lee will share ways parents can connect deeper with youth to help them thrive, as well as increase resilience through skill-building and critical thinking.

Current Consideration:
Dr. Lee will provide presentations and interactive workshops to parents and students at Cypress and Kennedy high schools, Cambridge Virtual Academy, as well as Oxford Academy. Services will be provided January 19, 2024, through May 22, 2024.

Budget Implication:
The total cost for these services is not to exceed $7,500. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

10.12 ***Agreement, Brazer Education Consulting (BEC), LLC***

Background Information:
David Brazer has been engaged with the District in various ways since October 2018. From his position at TeachFX, he brought professional learning to cohorts of teachers and built

relationships with school site and District office administrators. These relationships continued and expanded starting in June 2021, when Mr. Brazer officially retired from TeachFX and pursued consulting full time.

David Brazer formed Brazer Education Consulting, LLC as the business foundation for his consulting work. By keeping the organization flexible, he is able to bring on partners for larger projects. This is the approach for action research in Anaheim. Six colleagues from around the country and two tech support personnel have joined with Brazer to form the unincorporated Education Leadership Consortium that provides the backbone for the District action research project.

Current Consideration:
Brazer Education Consulting, LLC will facilitate action research driven by research questions focused on student voice and purpose in District classrooms. The final product of the action research process will be each school's specific, detailed, and actionable SPSA. SPSAs will be evidence based, serve as a roadmap for School Leadership Teams in the 2024-25 year, and provide a common understanding between the school sites and the District Office regarding school improvement efforts and anticipated outcomes in the coming year. Services will be provided January 19, 2024, through July 31, 2025.

Budget Implication:
The total cost for these services is not to exceed $165,000. (General Fund and/or Stuart Foundation Grant Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.13 ***Memorandum of Understanding (MOU), Brazer Education Consulting (BEC), LLC***

Background Information:
David Brazer has been engaged with the District in various ways since October 2018. From his position at TeachFX, he brought professional learning to cohorts of teachers and built relationships with school site and District office administrators. These relationships continued and expanded starting in June 2021, when Mr. Brazer officially retired from TeachFX and pursued consulting full time.

Mr. Brazer formed Brazer Education Consulting, LLC as the business foundation for his consulting work. By keeping the organization flexible, he is able to bring on partners for larger projects. This is the approach for action research in Anaheim. Six colleagues from around the country and two tech support personnel have joined with Mr. Brazer to form the unincorporated Education Leadership Consortium that provides the backbone for the District action research project.

Current Consideration:
The District agrees to share data already available in District databases, including eKadence. The District also agrees to share newly collected data from classrooms and school sites that is not currently present in District databases. BEC will annually inventory the District's student and teacher databases each academic year. At that time, the District and BEC will work jointly to determine the provisions of the database requirements for delivery to BEC. Services will be provided January 19, 2024, through July 31, 2025.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

10.14 ***Agreement, Joni Prado***

Background Information:
The District's Honor Choir program was initiated in 1998, and has given the District's most advanced choral music students an opportunity to rehearse and be conducted by a professional vocalist and collegiate vocal music educator. This year, the Honor choirs will perform at the finale of the Choral Showcase, which is scheduled for January 25, 2024.

Current Consideration:
Joni Prado is an associate professor of Music California State University, Fullerton and will be the guest conductor for the District's Honor Choir program. Ms. Prado is a recognized authority on choral music literature and pedagogy and has established an outstanding reputation as an inspirational leader of musical ensembles. Services will be provided January 19, 2024, through January 25, 2024.

Budget Implication:
The total cost for services is not to exceed $1,000. (LCFF Funds)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.15 ***Agreement, David Hatmaker***

Background Information:
In the District Strategic Plan for Arts Education, we identify the need for ongoing professional learning for our teachers and auditorium technicians in best practices for audio system use and sound design. David Hatmaker is one of the top audio consultants in the world. From 1998-2006, he was the technical director for Disneyland Entertainment Division and from 2006-22, he was the Research and Development manager for Yamaha Corporation's Commercial Audio Division. He was on the design team for every professional Yamaha analog and digital audio system in use around the world today. He is also a local Anaheim resident with a heart for helping maximize the production value of our student performances.

Current Consideration:
David Hatmaker will provide performing arts teachers and District auditorium technicians with specific, relevant professional learning opportunities in the areas of sound design and live audio mixing. Contractor will provide training to music teachers on microphone selection, usage, and equalization settings to maximize student performances. Contractor will also support District performing arts events to help develop best practices in audio system setup, needs assessments, and event operations. Services will be provided January 19, 2024, through June 30, 2024. Events include, but are not limited to: Choral Showcase, Jazz Showcase, Choir Festival, Theater and Dance Showcase, as well as the Summer Arts Academy.

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

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.16 ***Agreement, Dr. Dustin Barr***

Background Information:
The District's Honor Band program was initiated in 2000, and has given the District's most advanced instrumental music students an opportunity to rehearse and perform as a District-level ensemble, led by a renowned conductor and/or educator from across the country. The High School Honor Band serves approximately 80 students. The District's band directors prepare students for the audition process, and then guest conductors rehearse and conduct students who are selected to be part of the Honor Band program.

Dr. Barr is director of Wind Studies and associate professor of Music at California State University, Fullerton, where he actively manages all aspects of the university's comprehensive band program, conducts the Wind Symphony and University Band, oversees the graduate wind conducting program, as well as teaches courses in conducting and music education. Prior experiences include appointments as assistant director of Bands at Michigan State University, director of Bands at Mt. San Antonio College and assistant director of Bands at Esperanza High School in Anaheim, California.

Current Consideration:
Dr. Barr will be the guest conductor for this year's High School Honor Band to be held on February 9, 2024. Services will be provided February 6, 2024, through February 9, 2024.

Budget Implication:
The cost of services is not to exceed $1,250. (LCFF Funds)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.17 ***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. This year, the Honor Choirs will perform at the finale of the Choral Showcase, which is scheduled for January 25, 2024.

Eunyoung Sohng is a dedicated pianist/accompanist active in the Los Angeles area. After receiving her BA 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 BA in Music from the University of La Verne (ULV), and an MFA in Collaborative Piano from the University of California, Irvine (UCI). Her collaboration includes ULV choirs, UCI singer, Chorale Bel Canto, NATS, SWRTEC, NCCO in Portland, Eric Whitacre Festival in 2017, Covina Theatre, Eisenstadt Music Festival in Austria in 2007, Arcadia show choir, multiple high school choirs, as well as other auditions and opera works.

Current Consideration:
Eunyoung Sohng will be the accompanist for this year's Honor Choir Showcase to be held on January 25, 2024. Services will be provided January 19, 2024, through January 25, 2024.

Budget Implication:
The total costs for these services is not to exceed $650. (LCFF Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.18 ***Agreement, Rachel's Challenge***

Background Information:
Rachel's Challenge (RC) is a nonprofit organization dedicated to creating positive school cultures and ending school violence in all its forms. They are an effective, long-standing program, proven for preventing gun violence, self-harm and suicide, ending bullying and harassment, as well as improving youth mental health. With over 20 years in the field, tens of millions of lives touched, and many thousands of lives saved, Rachel's Challenge has a track record and experience that educators and families profoundly agree with and support. At Rachel's Challenge, they create change, know hope is the antidote to fear, that kindness is contagious, that compassion connects us, and that empathy can end isolation.

Current Consideration:
The two Rachel's Challenge presentations and the club training by a certified RC presenter is intended to teach positive tools and skills to address the causes of school violence and self-harm directly at the source. This event will be presented to the 7th and 8th grade students at Dale Junior High School. Students will receive access to digital videos and interactive workbooks. Services will be provided January 20, 2024, through April 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $8,300. (Site Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.19 ***Community Service Agreement, CIELO (Community for Innovation, Entrepreneurship, Leadership, and Opportunities)***

Background Information:
CIELO is a 501(c)3 nonprofit organization whose mission is to catalyze hope, resilience, and stability in under-resourced communities by helping enterprising individuals transform their dreams of owning a neighborhood business into reality. Guided first and foremost by empathy and compassion, CIELO consists of a unified team committed to helping individuals make a dignified living and communities thrive. CIELO aims to improve access and support to entrepreneurial adults via educational programming, direct services, education, as well as 1:1 coaching and guidance.

Current Consideration:
CIELO would like to partner with District school sites to connect with adults in under-resourced communities and help transform their dreams of owning a neighborhood business

into reality. CIELO will offer referral and linkage processes to adults as appropriate to their needs, as well as engage in collaborative opportunities for CIELO programs at the District's respective school sites. Services will be provided January 19, 2024, through June 30, 2025.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the community service agreement.

10.20 ***Agreement, Orange County Department of Education (OCDE), Mindfulness and Wellbeing CalHOPE 3.0***

Background Information:
OCDE awarded Gilbert High School the CalHOPE Student Support Project grant that will support efforts in identifying an evidence-based SEL curriculum. This two-year sub-grant supports SEL teams in learning the foundations of universal supports in social, emotional, academic development and wellness, how to pilot and select an evidence-based curriculum that best fits the school, as well as develop a plan for integrating universal supports for student wellness and academic development.

OCDE selected four school sites across all Orange County school districts and awarded each $20,000. School funding of $20,000 will be used on the cost of purchasing an evidence-based curriculum to support student wellness and academic development for at least three years. The school team will need to submit to OCDE evidence of data collection and analysis in the piloting process prior to the purchase of the chosen curriculum.

Current Consideration:
Gilbert High School administration will be expected to develop a team, attend a series of trainings with OCDE to develop resources, exploration activities, create an SEL communication strategy and vision, as well as identify an SEL curriculum and develop an implementation plan. Services are being provided September 1, 2023, through June 30, 2025.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement.

10.21 ***Agreement, Hazel Health, Inc. and Telehealth Services USA***

Background Information:
The Department of Health Care Services (DHCS) created the Student Behavioral Health Incentive Program (SBHIP) designating $389 million over a three-year period for Medi-Cal managed care plans to increase access to preventive, early intervention, and behavioral health services by school-affiliated behavioral health providers for TK-12 children in public schools. Through some SBHIP funds, CalOptima approved up to $8.4 million in funding to Hazel Health, Inc. and Telehealth Services USA (Hazel Health) to provide telehealth counseling services through a telehealth platform that can be accessed

by the 442,000 public school students in Orange County. Hazel Health provides a telehealth platform that facilitates access to mental health services.

Current Consideration:
Hazel Health's behavioral telehealth services are accessible both from the student's home and from the school site. In the school setting, the proposed services agreement requires that the District provide a dedicated private space at each participating school site. This private space is for video sessions with a Hazel Health practitioner and must be in a secure environment where students can engage in confidential communications. The designated private space must permit a school staff member to visually supervise the student throughout the session, but still preserve the student's privacy and confidential communications. Services will be provided January 19, 2024, through December 31, 2024.

Budget Implication:
For districts that enter into an agreement with Hazel Health, CalOptima will fund Hazel Health's platform fee of $12 per student enrolled in the district regardless of whether the student uses Hazel Health's behavioral telehealth services. There should be no cost, including co-pays or out-of-pocket expenses, to districts or to parents/guardians who access Hazel Health's behavioral telehealth services. Under SBHIP, Hazel Health may seek reimbursement from Medi-Cal and/or private health insurance for telehealth services provided.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

10.22 ***Agreement, Alinea Psychology, Inc.***

Background Information:
Alinea Psychology, Inc. is a behavioral health practice based in Brea, CA that provides mental health services. Their goal is to provide excellent and affordable care and will work with most major insurances, including Medi-Cal and CalOptima. The agency's current team consists of six clinicians with a wide range of backgrounds in clinical settings, all of whom have experience working with children, adolescents, and adults.

Current Consideration:
Alinea Psychology, Inc. will provide on-campus services at Gilbert High School, at least one day per week, at no-cost to the school or District. Services may include individual and group therapy, in-person therapy, and telehealth services. Services will be provided January 19, 2024, through June 1, 2025.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.23 ***Data Use Agreement, Department of Health Care Services***

Background Information:
The Department of Health Care Services (DHCS) is the backbone of California's health care safety net, serving millions of low-income and disabled Californians each and every day. The

mission of DHCS is to provide Californians with access to affordable, integrated, high-quality health care, including medical, dental, mental health, substance use treatment services, and long-term care. About one-third of Californians receive health care services financed or organized by DHCS, 83 percent of which receive care from a Medi-Cal managed care plan. It is estimated that between 2-3 million Californians could lose their Medi-Cal coverage by June 2024, including many of our students and their families.

Current Consideration:
DHCS is giving the District an opportunity to receive information on students who have been enrolled into the Medi-Cal program, but are due for re-enrollment. The District would like to enter into a data use agreement with DHCS in order to receive a data file that identifies Medi-Cal members who are coming due for re-enrollment. With this data set, District staff will be able to assist in contacting specified students and their families to help them re-enroll into Medi-Cal before expiration. This would not only help our students by ensuring they have health insurance, but will also help keep our Medi-Cal reimbursements from being reduced. Services will be provided through September 1, 2024.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the data use agreement.

10.24 ***Agreement, UB Technology Innovations, Inc.***

Background Information:
The Board of Trustees approved the District's Microsoft licensing agreement at the July 20, 2023, Board meeting. One of the software components included in the license is Microsoft Power BI. This powerful tool enables the creation of charts, graphs, histograms, and other data visuals.

Current Consideration:
The District sought out assistance to create data governance in the Power BI environment. UB Technology Innovations, Inc. (UBT) will work with the District in setting up the appropriate administrative environment, report sharing, and user roles. UBT will also work with the District to establish deployment strategy, develop the data model, and share Power BI best practices. Work will commence in late January and take about a week to complete.

Budget Implication:
The total cost is not to exceed $3,750. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

HUMAN RESOURCES

10.25 ***Public Hearing, Disclosure of Collective Bargaining Agreement with AMIU***

Background Information:
The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Anaheim Military Instructors Union (AMIU) for the 2023-26 year, in

accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

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

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 7:24 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:24 p.m.

10.26 ***Adoption of the 2023-26 Collective Bargaining Agreement with AMIU***

Background Information:
The District and AMIU brought forth proposals to begin the negotiations for 2023-24 year and negotiations commenced in the spring of 2023. A tentative agreement was reached on December 22, 2023. The tentative agreement was ratified by unit members of AMIU.

Current Consideration:
The tentative agreement includes an increase to the JROTC stipend for an annual total not to exceed $3,300.

Budget Implication:
The increase for the JROTC stipend will impact the budget with an additional estimated expense of $29,160 per year. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2023-26 collective bargaining agreement with AMIU, as amended prior to the adoption of the agenda.

10.27 ***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 2023-24 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.

10.28 ***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 2023-24 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 Randle-Trejo opened the public hearing at 7:24 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:25 p.m.

10.29 ***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 2023-24 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.

10.30 ***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 2023-24 year.

Current Consideration:
The Board must hold a public hearing of CSEA's initial contract proposal to the District for the 2023-24 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 Randle-Trejo opened the public hearing at 7:25 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:25 p.m.

11. **CONSENT CALENDAR**

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.7, Exhibit MM, and 11.8 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

BUSINESS SERVICES

11.1 ***Amendment, Agreement for Audit Services, Eide Bailly, LLP***

Background Information:
The District has contracted with Eide Bailly, LLP (Eide Bailly) for auditing services that include audits of financial statements, categorical programs, and various financial procedures; auditing services of financial statements related to Measure H; and training for ASB professional development. In June 17, 2021, the District entered into a new agreement with Eide Bailly to provide performance audits to meet the required annual financial and compliance audit, per Education Code Sections 14500-14508 and 41020.

Current Consideration:
The auditor audits the financial statements, categorical programs, and various financial procedures in order to express an opinion on the financial statements and position of the District. For the 2022-23 year, the District required additional support for the audit, therefore, an amendment to Eide Bailly's agreement is required.

Budget Implication:
The agreement will be increased by $10,000, for a total cost not to exceed $70,000, for the 2022-23 year. (General Fund)

Action:
The Board of Trustees approved the amendment.

11.2 ***Piggyback Bid, Purchase Through Public Corporation or Agency, Domino's Pizza***

Background Information:
By piggybacking onto other public agencies' existing bids, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while keeping the District within legal requirements. Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing bid of another public entity, which is commonly known as piggybacking.

Current Consideration:
The District has determined that the following can be utilized to acquire various products at their best value:

Garden Grove Unified School District Request for Proposal (RFP) Fresh Pizza for Food Services, RFP. No. 2012, awarded to Domino's Pizza for the purchase and delivery of pre-made pizza through June 30, 2024. Pre-made pizza meets the requirements of the National School Lunch Program and will be served in elementary and secondary schools. The use of this bid is not exclusive and the District can purchase similar products from other suppliers as needed.

Budget Implication:
This agreement allows the Food Services Department to take advantage of the lower costs and services afforded to other districts. The anticipated expenditure for the procurement of these products will be approximately $350,000 annually. (Cafeteria Funds)

Action:
The Board of Trustees approved the use of the piggyback bid as listed above with Domino's Pizza pursuant to PCC 20118 through June 30, 2024.

11.3 ***Ratification of Change Order***

Bid #2024-01, Cypress High School	P.O. #T64R0506
Temporary Security Fencing	
J & A Fence	
Original Contract	$149,500
Change Order #1	($1,925)
New Contract Value	$147,575

Action:
The Board of Trustees ratified the change order as listed above.

11.4 ***Notice of Completion***

Bid #2024-01, Cypress High School	P.O. #T64R0506
Temporary Security Fencing	
J & A Fence	
Original Contract	$149,500
Contract Changes	($1,925)
Total Amount Paid	$147,575

Bid CMAS Contract #3-20-0058D,	P.O. #S64R0178
Additional Video Surveillance Cameras	
HCI Systems, Inc.	
Original Contract	$1,602,240
Contract Changes	$0
Total Amount Paid	$1,602,240

Action:
The Board of Trustees authorized the assistant superintendent, Business to accept Bid #2024-01 and CMAS Contract #3-20-0058D as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

11.6 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified items 11.7, Exhibit MM, and 11.8 with the following vote.

Ayes: Trustees Smith, Guerrero, and Randle-Trejo
Abstain: Trustee O'Neal
Absent: Trustee Piercy

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

Action:
The Board of Trustees ratified the reports December 4, 2023, through January 7, 2024.

11.8 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report December 4, 2023, through January 7, 2024.

11.9 **SUPPLEMENTAL INFORMATION**

11.9.1 ASB Fund, November 2023

11.9.2 Cafeteria Fund, October 2023

11.9.3 Enrollment, Month 5

EDUCATIONAL SERVICES

11.10 ***2023-24 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.

11.11 ***2023-24 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, as well as 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.

11.12 ***Agreement, The Regents of the University of California on Behalf of its Los Angeles Campus: College of Letters and Science, Physical Sciences, Department of Statistics***

Background Information:
For the 2021-22 year, the Math Task Force focused on looking at high school course offerings in order to provide opportunities for students to take a variety of A-G approved mathematics courses that are more aligned to the Career Preparedness Systems Framework and the upcoming California Mathematics Framework. One of the courses that the Math Task Force decided to offer for the 2022-23 year was Introduction to Data Science (IDS). The course is offered at five high schools: Cypress, Katella, Loara, Magnolia, and Savanna high schools.

The agreement for the 2023-24 year includes the required year one professional development and training for the new teachers from Magnolia and Katella high schools, the required final year of professional development and training for the three teachers at Cypress, Loara, and Savanna high schools, technology access and support for all five teachers, as well as access to the online curriculum and platform for all students.

Current Consideration:
An agreement with UCLA College of Letters and Science, Physical Sciences, Department of Statistics was previously approved by the Board of Trustees in June 2023. In the agreement, the vendor was listed as UC REGENTS UCLA CENTER X. At this time, the University is no longer contracting with CENTER X and has submitted a new agreement through the UC Regents via the UCLA Department of Statistics and Data Science. With a change in vendor, a new agreement has been requested. Additionally, the original agreement for the year was not to exceed $43,560, at this time with actual student enrollment numbers for the course the agreement has been adjusted to not to exceed $40,032. Services are being provided June 1, 2023, through June 30, 2024.

Budget Implication:
The total estimated amount of the expenditures shall not exceed $40,032 for the 2023-24 year. (General Fund)

Action:
The Board of Trustees ratified the agreement.

11.13 ***Agreement, Gallagher and Associates, Inc.***

Background Information:
After over 30 years of teaching English Language Arts at Magnolia High School, Kelly Gallagher retired in June 2020. While teaching, Mr. Gallagher opened his classroom for teachers to observe best practices with the opportunity to discuss how to develop, implement, and refine instruction. His work as an author and consultant with educators around the world has earned him the reputation as one of the leading experts in literacy education.

Current Consideration:
To expand and enhance literacy practices in the District, Mr. Gallagher will provide and facilitate literacy workshops and coaching opportunities for teachers. He will conduct various literacy workshops for teachers to increase the volume of student reading and writing, to

meet the demands of the Writing Journey, as well as move scholars into meaningful, reflective writing. Services are being provided August 1, 2023, through June 30, 2024.

Budget Implication:
The total cost for services is not to exceed $5,000. (LCFF Funds)

Action:
The Board of Trustees ratified the independent contractor agreement.

11.14 ***Agreement, Capturing Kids' Hearts, The Flippen Group***

Background Information:
Founded in 1990 by educator, psychotherapist, and New York Times® best-selling author, Flip Flippen, The Flippen Group has become one of the fastest growing professional development organizations in the world. They combine their passion for people with scientific research to build teams and individuals into models of achievement. Their research-based tools and processes combined with expert coaching and training have brought transformation to many of the most respected school districts, Fortune 500 companies, governments, sports teams, as well as nonprofit corporations in the world. Their mission: Building relationships and processes that bring out the best in people.

Current Consideration:
The Flippen Group will provide Capturing Kids' Hearts Recharged session to Katella High School staff, who were previously trained in the Capturing Kids' Hearts training. The training will take place during their Professional Development Day on January 26, 2024. There will be two sessions, one in the morning and one in the afternoon, for up to 60 participants per session. Services will be provided on January 26, 2024.

Budget Implication:
The total cost for the five sessions is not to exceed $6,750. (Site Funds)

Action:
The Board of Trustees approved the agreement.

11.15 ***Agreement, Real Inspiration, Inc.***

Background Information:
Keith Hawkins from Real Inspiration 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 two all school assemblies and a leadership workshop, which 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 February 27, 2024.

Budget Implication:
The total cost for these services is not to exceed $3,900. (Site Funds)

Action:
The Board of Trustees approved the agreement.

11.16 ***Agreement, Houghton Mifflin Harcourt, Junior High School Math Instructional Materials***

Background Information:
In July of 2020, the Math Task Force members, with input from math teachers across the District, recommended moving forward with Houghton Mifflin Harcourt (HMH) Into Math with embedded Waggle as the interim instructional materials until the publishers have updated instructional materials for the District to review and select. In May of 2021, the Board of Trustees approved the purchase of HMH Into Math with embedded Waggle, as the District's Junior High School Math Instructional Materials. At the time the California Department of Education was in the process of revising the adopted math frameworks. The math framework was approved by the California State Board of Education on July 12, 2023; however, it has not officially been posted. When this process is completed, instructional publishers will revise their materials to align with these new frameworks. The Orange County Department of Education (OCDE) anticipates a 2025-26 adoption cycle, with November 2025, as a target date to have the State Board of Education (SBE) textbook list made available to Districts.

Current Consideration:
The District would like to extend the purchase of Houghton Mifflin Harcourt (HMH) Into Math with embedded Waggle as the Junior High School Math Instructional Materials for three more years. Into Math provides a comprehensive core program for our 7th and 8th grade students. Into Math comes with both digital licenses and consumable printed textbooks. Waggle is a supplemental digital tool that helps facilitate instruction, supports skills-based differentiation, regardless of virtual or blended learning. Services will be provided July 1, 2024, through June 30, 2027. At the request of Houghton Mifflin Harcourt, this agreement was signed prior to Board approval.

Budget Implication:
The total cost for these services is not to exceed $1,217,199.37. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.17 ***Agreement Amendment, McGraw Hill, High School Math Instructional Materials***

Background Information:
In July of 2020, the Math Task Force members, with input from math teachers across the district, recommended moving forward with McGraw Hill Reveal Math Integrated as the interim High School instructional materials until the publishers have updated instructional materials for the District to review and select. In May of 2021, the Board of Trustees approved the purchase of McGraw Hill Reveal Integrated, as the District's High School Math Instructional Materials. At the time the California Department of Education was in the process of revising the adopted math frameworks. The math framework was approved by the California State Board of Education on July 12, 2023; however, it has not officially been posted. When this process is completed, instructional publishers will revise their materials to align with these new frameworks. The Orange County Department of Education (OCDE) anticipates a 2025-26 adoption cycle, with November 2025 as a target date to have the State Board of Education (SBE) textbook list made available to Districts.

Current Consideration:
The District would like to extend the purchase of McGraw Hill Reveal Math Integrated as the High School Math Instructional Materials for three more years. Reveal Math Integrated fosters a positive mindset, confidence, and skills to achieve mastery of math standards, while giving teachers an effective, flexible way to assess understanding and adapt instruction for every learner. This expenditure would include Reveal Math Integrated and comes with both digital licenses and the supplemental ALEKS online program, along with a flexible, collaborative, and personalized professional learning for our educators. Services will be extended through June 30, 2027.

Budget Implication:
The total cost is not to exceed $4,695,446.65. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.18 ***Agreement, Digital Mapping, The Sobel Group, Inc.***

Background Information:
The Sobel Group, Inc. (TSG) successfully worked with Anaheim Union High School District, Anaheim Police Department, and Anaheim Fire Department staff to prepare the portion of the Anaheim High School's school safety plan that included tactical responses to criminal incidents. As part of the service, The Sobel Group, Inc. worked with District and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff in an effort to secure the premises. Several on-site school visits were conducted to collect site specific information and digital imagery. After all data was collected, an electronic report with an electronic usable file was provided to the District and first-responders.

Current Consideration:
TSG will consult with the District, the local police department, and the local fire department, as well as provide necessary updates to the portion of the District's school safety plans for Oxford Academy that includes tactical responses to criminal incidents. As part of the service, TSG will consult with the District and school specific personnel to update visual maps of the tactical response plans, which are used as one of the steps to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators. On-site school visits will be conducted to collect site specific information and digital imagery as needed. After all data is collected, TSG will update the school specific report and provide an electronic copy to the District. TSG will also provide additional services as needed. Services will be provided January 19, 2024, through January 18, 2025, with an option for four additional one-year terms.

Budget Implication:
Services will be provided on an as-needed basis at a cost not to exceed $25,000 annually. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.19 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected books for dual enrollment, English, IB Physics, and world languages courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

11.20 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in English language development. 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 19, 2024, through February 16, 2024.

Action:
The Board of Trustees approved the display.

11.21 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.22 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

11.23 ***2023-24 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, 2023, through December 31, 2023, 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.

11.24 ***Agreement, Grand Canyon 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 an agreement in place with Grand Canyon University since 2006.

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 complete their field experience. Supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the students. Additionally, professional attire, development, and conduct will be reviewed. The agreement is effective January 1, 2024, through December 31, 2028.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees ratified the agreement.

11.25 ***2023-2024 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 schedule for the Non-Classified employee group.
The proposed modifications include the following:

- Non-Classified: Inclusion of Arts Professional Expert 1, Arts Professional Expert 2, and Custodian (Restricted)

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

Action:
The Board of Trustees adopted the salary schedule for the Non-Classified employee group as submitted.

11.26 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

11.27 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

12. SUPERINTENDENT AND STAFF REPORT

Superintendent Matsuda gave a shout out to Carlos Hernandez, director of Community Schools, Family and Community Engagement, and his team for their work on the Community Schools visits. In addition, he highlighted that Fontana Unified School District visited Gilbert High School.

Dr. Fried reported the District held the Parent Summit at California State University, Fullerton and acknowledged Principal Calleros and Anaheim High School staff for their part in the Community Schools visits.

Mr. Jackson expressed his love and support for Trustee Piercy.

Dr. Nien shared she attended the Track and Field Ribbon Cutting Ceremony at Anaheim High School, viewing of Western High School's football documentary *4th and Goal*. Additionally, she thanked Brad Minami for his service to the District and wished him the best on his new journey.

Mr. Saldivar highlighted the visit from Fontana Unified School District to Gilbert High School. He also wished the entire community a Happy New Year.

13. BOARD OF TRUSTEES' REPORT

Trustee O'Neal reported he attended the Green Band performance at Kennedy High School, Track and Field Ribbon Cutting Ceremony at Anaheim High School, ROP Board Meeting, as well as the OC Parenting Magazine Teacher of the Year and School Employee of the Year Finalist announcement at Gilbert High School. In addition, he thanked Brad Minami for his work throughout his 15 years in the District.

Trustee Smith indicated she attended the Insurance Committee Meeting, Student Discipline Task Force Meeting, as well as the Track and Field Ribbon Cutting Ceremony at Anaheim High School. Additionally, she expressed her appreciation for Brad Minami.

Trustee Guerrero said she attended the Southern California Nutrition Association Meeting, Orangeview Junior High School and Western High School Consolidation Town Hall Meeting, Track and Field Ribbon Cutting Ceremony at Anaheim High School, viewing of Western High School's football documentary *4th and Goal*, and Civic Engagement roundtable with Supervisor Doug Chaffee at Gilbert High School. Lastly, she congratulated Brad Minami on his new role and thanked him for his service.

Trustee Randle-Trejo thanked Brad Minami for his years at the District. She reported she attended the ROP Board Meeting, Track and Field Ribbon Cutting Ceremony at Anaheim High School, tour of ROP facilities at Gilbert High School, viewing of Western High School's football documentary *4th and Goal*, as well as highlighted the Native American Education Task Force.

14. **ADVANCE PLANNING**

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, February 15, 2024, at 6:00 p.m.

Thursday, March 7	Thursday, August 8
Thursday, April 18	Thursday, September 12
Tuesday, May 7	Thursday, October 17
Thursday, June 6	Thursday, November 14
Thursday, June 13	Thursday, December 12
Thursday, July 18	Thursday, December 19

14.2 ***Suggested Agenda Items***

There were no suggested agenda items.

15. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:42 p.m.

Approved _____
Clerk, Board of Trustees

EXHIBIT JJJ

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, February 15, 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 3:45 p.m.

Present: Annemarie Randle-Trejo, president; Jessica Guerrero, assistant clerk; Katherine H. Smith, and Brian O'Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

Absent: Anna L. Piercy, clerk

2. ADOPTION OF AGENDA

Staff requested the following amendment to the agenda:

- Page 2 of the agenda, pull closed session item 4.5

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 O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:46 p.m.

Trustee Piercy entered closed session at 3:47 p.m.

Trustee Piercy exited closed session at 4:59 p.m.

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

5.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:02 p.m.

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

Student Representative to the Board of Trustees Daniella Ruiz 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***

Assistant 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. 2023100270, resolving all issues in dispute by providing assessments, compensatory education, and other reimbursements.

5.3.3 No reportable action taken regarding negotiations.

5.3.4 No reportable action taken regarding personnel.

5.3.5 This item was pulled prior to the adoption of the agenda.

5.3.6 The Board of Trustees unanimously voted to accept the agreement with employee HR-2023-24-09.

6. **ITEMS OF BUSINESS**

RESOLUTION

6.1 ***Resolution No. 2023/24-B-11, Authorizing the Issuance of Anaheim Union High School District (Orange County, California) 2024 General Obligation Refunding Bonds***

Background Information:
The District has previously issued (i) $21,225,000 of its 2012 General Obligation Refunding Bonds, (ii) $57,455,000 of its 2015 General Obligation Refunding Bonds and (iii) $63,455,000 of its General Obligation Bonds, Election of 2015, Series 2015 (Prior Bonds).

Current Consideration:
The District now desires to issue up to $66,000,000 of general obligation refunding bonds (Bonds) to refinance the outstanding Prior Bonds.

All benefits from the refunding will be delivered to the property owners in the District. The final maturity of the Bonds will not be later than the final maturity date of the Prior Bonds.

(a) Bond Resolution. This resolution authorizes the issuance of the Bonds, in one or more series of federally taxable or federally tax-exempt bonds, specifies the basic terms, parameters, and forms of the Bonds, as well as approves the forms of a Purchase Contract, Preliminary Official Statement, Continuing Disclosure Certificate, and Escrow Agreement. In particular, Section 1 of the resolution establishes the maximum aggregate principal amount of the Bonds to be issued ($66,000,000). Section 3 of the resolution authorizes the Bonds to be sold at a negotiated sale to Piper Sandler & Co. (Underwriter), and Section 4 states the maximum underwriter's discount (0.50

percent) with respect to the Bonds. All of the Bonds will be issued as current interest bonds; capital appreciation bonds are not authorized.

(b) Form of Purchase Contract. Pursuant to the Purchase Contract, the Underwriter will agree to buy the Bonds from the District. All of the conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing of the Bonds, the final execution copy of the Purchase Contract will be prepared following this form.

(c) Form of Preliminary Official Statement. The Preliminary Official Statement (POS) is the offering document describing the Bonds, which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, as well as (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from any public agency issuing debt a covenant that such public agency will annually file "material financial information and operating data" with respect to such public agency through the web-based Electronic Municipal Market Access (EMMA) system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates "broker-dealers," including investment banking firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances.

(e) Escrow Agreement. Pursuant to the Escrow Agreement, proceeds from the sale of the Bonds in an amount sufficient to redeem all or a portion of the outstanding Prior Bonds will be deposited in an escrow fund (Escrow Fund) held by U.S. Bank Trust Company, National Association (acting as Escrow Agent). The monies in the Escrow Fund will be used by the Escrow Agent to refund the Prior Bonds on their first respective optional redemption dates. As a result of the deposit and application of funds so provided in the Escrow Agreement, the Prior Bonds will be defeased and the obligation of Riverside County to levy *ad valorem* property taxes for payment of the Prior Bonds will cease.

Budget Implication:
There is no impact to the budget resulting from the issuance of the Bonds.

Action:
On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2023/24-B-11, Authorizing the Issuance of Anaheim Union High School District (Orange County, California) 2024 General Obligation Refunding Bonds. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

EDUCATIONAL SERVICES

PUBLIC COMMENT

Stephen Blount, trustee, North Orange County Community College District, spoke in support of the naming of the Anna Piercy Arts Education Building. He mentioned he has known Trustee Piercy for 34 years and has served with her on various committees.

6.2 ***Naming of Facility, Anna Piercy Arts Education Building***

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

Current Consideration:
The Board of Trustees was requested to approve the request to rename the Fine Arts Wing, Building 700, at Lexington Junior High School after Trustee Anna Piercy. Mrs. Piercy is a passionate and committed advocate for our students and school sites. Elected to the AUHSD Board of Trustees in 2006, Mrs. Piercy's contributions to education span over several decades. She began her remarkable 37-year career in AUHSD in 1968, teaching various subjects including geography, art, and reading, and later history, English, speech, as well as drama. Her commitment to education is paralleled by her extensive service in local government, including roles on the Cypress City Council, the North Orange County Regional Occupational Program, and several other significant positions. The District's ad hoc committee evaluated the request, developed a report, and made a recommendation to the Board for their consideration. The recommendation was to name the 700 Building at Lexington Junior High School the "Anna Piercy Arts Education Building."

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the renaming of the facility.

7. **REPORTS**

7.1 ***Student Representative's Report***

Student Representative to the Board Daniella Ruiz highlighted Anaheim High School's Track and Field Ribbon Cutting Ceremony, Katella High School's ASB Annual Dance for special needs students, as well as Magnolia High School's Annual International Show and Food Fair scheduled for Friday, February 16. She also mentioned the Girls' Soccer team at Oxford Academy has progressed to the quarterfinals for CIF, as well as the Arabic club at Western High School has resumed activities and is performing the traditional Arabic dances across District school sites. Additionally, she congratulated Mr. Reed from Kennedy High School on being named one of the AUHSD Teachers of the Year.

7.2 ***Student Speakers***

Alyssa Singh, Western High School student, extended an invitation to the Board of Trustees to the 4th Annual Black History Month Celebration taking place February 23, 2024, at the AUHSD Performing Arts Center.

7.3 ***Reports of Associations***

Geoff Morganstern, ASTA president, reported on the ratification vote for the tentative ASTA agreement. He and Christie Bettendorf will be traveling to Chicago to present at the National Education Association's Leadership Summit in March and will also be joining the District in its Community Schools presentation to Los Angeles Unified School District. On behalf of ASTA and all members, he expressed support regarding the cost of having District Aeries servers hosted by Aeries.

Jennifer Sasai, ALTA president, conveyed warm wishes to Trustee Piercy, as well as provided updates on the arrangements for Black History Month and Lunar New Year celebrations, the AI Summit, and Open Houses. Furthermore, she extended congratulations to the student athletes competing in CIF tournaments.

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

There was no report.

8. **PRESENTATIONS**

8.1 ***LCAP Midyear Update for 2023-24***

Background Information:
Senate Bill (SB) 114 amended Education Code 52062 (6)(A) to require school districts to present a midyear update to the 2023-24 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 addressed 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 presented the LCAP midyear update 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 information.

8.2 ***AIME Web Design Internship***

Background Information:
During the 2022-23 year, the District launched the AIME Web Design Internship, with 42 students participating from the District's comprehensive high schools. The students were trained in web design techniques, professional skills, and worked on improving, as well as updating departmental and school websites throughout the school year. Students received a $599 scholarship upon completion of the internship. The program was led by teachers Sean Manning and Julieanne Reall.

This school year, the program has continued with 32 students enrolled in the program, led by teachers Sean Manning and Brody Hoffman.

Current Consideration:
The teachers and students from the AIME Web Design Internship provided a presentation to the Board of Trustees on the program.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

There were no public comments.

10. **ITEMS OF BUSINESS**

10.1 ***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:

10.1.1 Design Lab, Gilbert High School
10.1.2 Eagle Cafe, South Junior High School

Budget Implication:
Each school-sponsored student organization offsets operational costs through donations and fundraising efforts.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored student organization applications.

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote for the school-sponsored organizations.

RESOLUTIONS

10.2 ***Resolution No. 2023/24-F-06, Approval of Notice of Exemption for the Gilbert High School Outdoor Gym Project***

Background Information:
On June 16, 2022, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. Capital improvements at Gilbert High School are identified in the approved FMP. The Gilbert High School Outdoor Gym Project (Project) is consistent with the intent of the approved FMP.

The scope of work of the Project consists of: (1) Installation of shade structure; (2) Construction of perimeter fencing for new shade structure; (3) Utility infrastructure improvements for installation of a new drinking fountain and lighting; and (4) Paving at new shade structure.

Current Consideration:
Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., the District is required to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for categorical exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a Notice of Exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for 30 days.

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

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-F-06, approving the NOE for the Project, and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.3 ***Resolution No. 2023/24-E-11, Career and Technical Education Month***

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 was requested to adopt Resolution No. 2023/24-E-11 for Career and Technical Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to promote career and technical education.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-11. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.4 ***Resolution No. 2023/24-E-12, National Parent/Teacher Association Founders Day***

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 was requested to adopt Resolution No. 2023/24-E-12 for National Parent/Teacher Association Founders Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support parent involvement and working on behalf of all children and families.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-12. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.5 ***Resolution No. 2023/24-E-13, Black History Month***

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 was requested to adopt Resolution No. 2023/24-E-13 for Black History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-13. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.6 ***Resolution No. 2023/24-E-14, Read Across America 2024***

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 was requested to adopt Resolution No. 2023/24-E-14 for Read Across America 2024. 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.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-14. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.7 ***Resolution No. 2023/24-E-15, Preserve Music in Our Schools Month***

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 was requested to adopt Resolution No. 2023/24-E-15 for Preserve Music in Our Schools Month. The adoption of the resolution recognizes that music education is an important component of a well-rounded academic curriculum. The skills gained through sequential music instruction, including discipline and the ability to analyze, solve problems, create, communicate, as well as work cooperatively, are vital for success in the 21st century workplace.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-15. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.8 ***Resolution No. 2023/24-E-16, Arts Education Month***

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 was requested to adopt Resolution No. 2023/24-E-16 for Arts Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Arts Education Month for the month of March.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-16. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.9 ***Resolution No. 2023/24-E-17, Women's History Month***

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 was requested to adopt Resolution No. 2023/24-E-17 for Women's History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Women's History Month.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-17. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.10 ***Resolution No. 2022/23-E-18, National Athletic Training Month***

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 was requested to adopt Resolution No. 2023/24-E-18 recognizing March as National Athletic Training Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making in the involvement of protecting our youth.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-18. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

10.11 ***Resolution No. 2023/24-BOT-03, Compensation for Board Meeting***

Background Information:
Education Code Section 35120 provides that the monthly compensation provided to Board members shall be commensurate with the percentage of meetings attended during the month. Education Code Section 35120 specifies limited circumstances under which the Board is authorized to compensate a Board member for meetings he/she missed, but authorizes the Board, by resolution, to compensate a Board member for meetings he/she missed due to one of the following reasons: (1) performance of other designated duties for

the District during the time of the meeting; (2) illness or jury duty; or (3) hardship deemed acceptable by the Board.

Current Consideration:
Trustee Piercy was not present at the February 15, 2024, Board of Trustees' meeting due to illness.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-BOT-03. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

BUSINESS SERVICES

10.12 ***Agreement, Donald Krotee Partnership, Inc.***

Background Information:
The Facilities and Maintenance and Operations departments require design assistance from a licensed architect or engineer in order to prepare design documents for construction. Projects often range in size and complexity depending on the scope of work identified. Donald Krotee Partnership, Inc. (Krotee) has been a District design professional for many years, primarily working on specialty projects.

Current Consideration:
Krotee is currently providing design services for the Cook Auditorium. The District has an interest in continuing to utilize the services provided by Krotee as required for construction work associated with the Facilities and Maintenance and Operations departments. A new agreement is required to continue the services with Krotee. The firm has prior knowledge of the District's facilities, projects, and standard procedures.

Budget Implication:
The agreement will be for a total cost not to exceed $300,000, for services February 16, 2024, through February 15, 2027. (Facilities Funds, Maintenance Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.13 ***Public Utility Easement, City of Anaheim***

Background Information:
The city of Anaheim Public Utilities Department (APU) has an ongoing citywide program to convert electrical, telecommunications, and CATV overhead facilities to new underground facilities at major streets, with the purpose of beautifying the urban environment, while improving service reliability to customers. APU is seeking the authorization of its customers to place underground conduit and cables on their property to replace the currently installed

overhead lines and power poles. The granting of a public utility easement (Easement) will be required to implement these improvements.

Current Consideration:
Anaheim Public Utilities is requesting an Easement at Loara High School. The proposed Easement will be located along the property line on the west driveway off Cerritos Avenue. The Easement will not interfere with any future development on the campus. The city of Anaheim anticipates recording the Easement by July 2024, at no cost to the District. The installation of the new facilities will be performed in summer of 2024 and will be completed prior to the start of the 2024-25 year. Maintenance and repairs will be the responsibility of the city of Anaheim.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees granted the public utility easement to the city of Anaheim.

10.14 ***Ratification Lease-Leaseback Agreement, Asphalt, Fabric & Engineering, Inc. dba AFE Sports, Cypress High School Track and Field–RFP #2023-23***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Cypress High School Track and Field. 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 #2023-23 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, and interviews of shortlisted firms, staff recommended to the Board of Trustees (Board) the selection of Asphalt, Fabric & Engineering, Inc. dba AFE Sports (AFE) as one of the LLB contractors for this project.

AFE 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 AFE. The agreement is subject to ratification by the Board.

Budget Implication:
The final LLB agreement, which includes the GMP and associated contingencies, and the preconstruction services agreement, will not exceed $11,571,140. The total project cost including District contingencies and allowances will not exceed $11,916,947. (Special Reserve Fund for Capital Outlay Projects)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the preconstruction services agreement, and the LLB agreement with AFE for the subject project.

EDUCATIONAL SERVICES

10.15 ***Memorandum of Understanding (MOU), University of Southern California (USC), Center for Affective Neuroscience, Development, Learning, and Education (CANDLE)***

Background Information:
The USC Center for Affective Neuroscience, Development, Learning, and Education (CANDLE) brings educational innovation and developmental affective neuroscience into partnership, and uses what is learned to guide the transformation of schools, policy, as well as the student and teacher experience for a healthier and more equitable society. CANDLE integrates research in schools and laboratory settings, leveraging the expertise of both practitioners and scientists to link how innovative pedagogy, as well as collaborative learning has positive effects on brain development and mental health. When students make the connections that intersect the three drivers of the Career Preparedness Systems Framework (CPSF), CANDLE defines this as "transcendent thinking." CANDLE has conducted research that correlates transcendent thinking to actual brain growth that has been tied to better mental wellness.

Current Consideration:
CANDLE would like to work with the District to examine to what extent do Capstone showcases provide opportunities for students to illustrate their 21st century skills, technical skills, as well as voice and purpose. CANDLE will work with the Education Services Department to create and calibrate measures to evaluate CPSF during Capstone showcase experiences. This measure will be used to evaluate the Capstone showcase experience and its impact on students. Services will be provided February 16, 2024, through June 30, 2025.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

10.16 ***Memorandum of Understanding (MOU), California State University, Fullerton, on behalf of Project Rebound***

Background Information:
Project Rebound (PR) is an initiative by California State University, Fullerton, aimed at providing educational and vocational opportunities to high school students, primarily in under-resourced communities. The program focuses on enhancing college and career readiness, promoting higher education enrollment, and fostering college success. PR is dedicated to offering a comprehensive range of services, including academic tutoring, postsecondary planning, educational field trips, as well as assistance with college and financial aid applications. The team at PR, consisting of experienced educators and advisors, is committed to empowering students through education, as well as supporting their academic and personal growth.

Current Consideration:
PR seeks to establish a collaborative relationship with the District to extend its educational and vocational programs to students within the District high schools. This partnership aims to leverage the resources and expertise of PR to create a more enriching educational environment for students at these schools. The collaboration would involve PR staff, working closely with District teachers, counselors, as well as administrators to develop and implement targeted services. These services are designed to align with the needs of the students and the goals of the high school, ensuring a synergistic approach to student success. Services will be provided February 16, 2024, through February 16, 2026.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

10.17 ***Agreement, Karen Garrett***

Background Information:
The District's Choral Festival is a two-day event where our choirs are assessed by three professionals in the categories of tone, intonation, musicality, diction, accuracy, balance, blend, and presentation. These scores result in a final rating of Superior, Excellent, or Good, to accompany tapes from the adjudicators affirming achievement, and providing feedback on areas for improvement. The District Choir Festival is scheduled for March 19, 2024, through March 20, 2024.

Current Consideration:
Karen Garrett was vocal director at Santiago High School in Corona for 26 years and is currently adjunct professor at California Baptist University, teaching classes in Music Education, Choral Conducting, and directing Choral Ensembles. Professor Garrett served on the state board of the American Choral Directors Association as Repertoire and Standards Chairman for Women's Choirs from years 2005-09 and served as president of the Southern California Vocal Association from years 2016-18. She has served as session clinician for sight-singing and the state music education standards at CMEA, SCVA, and ACDA conferences. Professor Garrett is the author of "Sight Singing for Festival Choirs," a sight singing course for choirs, available through JW Pepper. In 2020, she was voted "Choral Director of the Year" for the state of California by the California Choral Directors Associated. Professor Garrett earned her B.A. in vocal performance at California University East Bay and her Masters in Choral Conducting from the University of Southern California. Services will be provided March 19, 2024, through March 20, 2024.

Budget Implication:
The cost of services is not to exceed $500. (LCFF Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.18 ***Agreement, Dr. Anna DeMichele***

Background Information:
The District's Choral Festival is a two-day event where our choirs are assessed by three professionals in the field in the categories of tone, intonation, musicality, diction, accuracy, balance, blend, and presentation. These scores result in a final rating of Superior, Excellent, or Good, to accompany tapes from the adjudicator's affirming achievement, and providing feedback on areas for improvement. The District Choir Festival is scheduled for March 19, 2024, through March 20, 2024.

Current Consideration:
Anna DeMichele is a professor of Music at Cerritos College. She also holds the position director of Music at California Heights United Methodist Church in Long Beach and maintains an active schedule as a vocal adjudicator, conductor, and vocalist. Dr. DeMichele holds the degrees Doctor of Musical Arts and Master of Arts in conducting from The Claremont Graduate University and a Master of Music degree in Vocal Performance from California State University, Long Beach, where she also received the Bachelor of Music degree in Choral/Vocal Education and the California Teaching Credential. She has served at the state level as a grant reader and reviewer of music performing groups for the California Arts Council and has spent several summers as the chorus master for the Classical Musical Festival in Eisenstadt, Austria. Dr. DeMichele is a member of Phi Kappa Phi and Pi Kappa Lambda honor societies. Services will be provided March 19, 2024, through March 20, 2024.

Budget Implication:
The cost of services is not to exceed $500. (LCFF Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.19 ***Agreement, Dr. Jonathan Talberg***

Background Information:
The District's Choral Festival is a two-day event where our choirs are assessed by three professionals in the field in the categories of tone, intonation, musicality, diction, accuracy, balance, blend, and presentation. These scores result in a final rating of Superior, Excellent, or Good, to accompany tapes from the adjudicator's affirming achievement, and providing feedback on areas for improvement. The District Choir Festival is scheduled for March 19, 2024, through March 20, 2024.

Current Consideration:
Recipient of the President's Award from the California Music Educators Association honoring "extraordinary accomplishments in music education," Dr. Jonathan Talberg serves as director of Choral Activities at the Bob Cole Conservatory, where he is conductor of the international award-winning Bob Cole Conservatory Chamber Choir and the CSULB University Choir. Recent career highlights include leading the Chamber Choir to first place at the Austrian Spittal International Choir Festival and the "Choir of the World" competition in Wales. Additionally, he and the choir have performed with groups as diverse as the Kronos Quartet, the Los Angeles Master Chorale, the Pacific Symphony, and the Rolling Stones.

A passionate advocate for choral music education, Dr. Talberg is regularly engaged to conduct honor choirs across the U.S., including numerous all-state choruses, and National Association for Music Education conference choirs. His choirs from Long Beach

State have performed in venues throughout Europe and Asia, including the Sistine Chapel, St. Peter's Basilica, and the Great Hall of the People in China. Services will be provided March 19, 2024, through March 20, 2024.

Budget Implication:
The cost of services is not to exceed $500. (LCFF Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

10.20 ***Agreement, K12Logic LLC***

Background Information:
The District has utilized Eagle Software, dba Aeries Software Inc. (Aeries Software) Aeries student Information System (SIS) since the 2012-13 year. This system is used to track student data electronically including schedules, grades, student records, attendance, and other important information. It is also used for California Longitudinal Pupil Achievement Data Systems (CALPADS), which is a system used to maintain student-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state reporting. The Board of Trustees approved a sole source justification in March 2019, to enable the District to continue Aeries maintenance and support.

Current Consideration:
Aeries Software is in process of moving all of their customer base to cloud services. Presently, the majority of their customer base is hosted in the cloud. Orange County Department of Education (OCDE) legal counsel recommend the District update its sole source justification so that cloud services are explicitly covered. The cost for annual maintenance, updates, and support exceeds the current bid limit as defined in Public Contract Code Section 20111, currently set at $114,500. A sole source justification is needed when only one source is available and the estimated value of the purchase exceeds the bid limit.

The only company that can maintain and provide cloud service updates to the Aeries product is Aeries Software and should be considered a sole source vendor. Sole sourcing a vendor will require an opinion from an independent consultant with expertise regarding the product or service required by a district. The opinion should be obtained from an impartial third party prior to an award of any contract. Gregory Lindner is a retired Chief Technology Officer, most recently with the Los Angeles Department of Education. He will analyze our student information requirements and develop a sole source justification document. This document will then be brought to the Board of Trustees for approval at a future Board meeting. Services will be provided February 16, 2024, through June 30, 2024.

Budget Implication:
The total cost is not to exceed $2,500. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement with K12Logic LLC.

10.21 ***Contract, Independent Psychoeducational Assessment, Dr. Robin Morris***

Background Information:
The District employs school psychologists and other personnel who evaluate a student's needs for special education and related services. The District has both the right and obligation to assess special education students in all areas of suspected disabilities. Under the Individuals with Disabilities Education Act and California special education law, a parent of 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 evaluation is made, a District must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the District's evaluation was appropriate.

Current Consideration:
Following parent's request for an independent psychoeducational evaluation and consultation with parent and parent's representative, the District determined that it was in the best interest of the student and the District to provide an independent psychoeducational assessment and allow the individualized education program team to consider the information.

Budget Implication:
The total cost for these services is not to exceed $6,000. (Special Education Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the contract.

10.22 ***Agreement, Tyler Durman***

Background Information:
Tyler Durman, a nationally-renowned motivational speaker, will present to students during a one-time assembly. Mr. Durman provides practical solutions for teens on topics such as increasing respect in relationships at home and on self-motivation to succeed in school.

Current Consideration:
Mr. Durman will present to students of Ball Junior High School at an assembly scheduled for March 12, 2024.

Budget Implication:
The cost of services is not to exceed $5,000. (Site Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

HUMAN RESOURCES

10.23 ***Public Hearing, Disclosure of 2023-24 Collective Bargaining Agreement with ASTA***

Background Information:
The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Secondary Teachers Association (ASTA) for the 2022-23 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213).

Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

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

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 7:05 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:05 p.m.

10.24 ***Adoption of the 2023-24 Collective Bargaining Agreement with ASTA***

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 2023-24 year and negotiations commenced in the fall of 2023. A tentative agreement was reached on January 11, 2024.

Current Consideration:
The tentative agreement is for the 2023-24 year. The tentative agreement includes a 4.5 percent increase on the salary schedule retroactive to July 1, 2023. The agreement also includes other contract language changes.

Budget Implication:
The 4.5 percent salary schedule increase will impact the budget with an additional estimated expense of $7,990,174 per year. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2023-24 collective bargaining agreement with ASTA.

10.25 ***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 2023-24 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.

10.26 ***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 2023-24 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 the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 7:07 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:07 p.m.

10.27 ***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 2023-24 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.

10.28 ***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 2023-24 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 the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 7:07 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:07 p.m.

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

Background Information:
In accordance with Board Policy 6500.01, the District's initial contract proposal to American Federation of State, County and Municipal Employees (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 2023-24 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.

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

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

Current Consideration:
The Board must hold a public hearing of the District's initial contract proposal to AFSCME for the 2023-24 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 the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 7:08 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:08 p.m.

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

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

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. AFSCME's initial contract proposal to the District for the 2023-24 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.

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

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

Current Consideration:
The Board must hold a public hearing of AFSCME's initial contract proposal to the District for the 2023-24 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 the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 7:09 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 7:09 p.m.

11. CONSENT CALENDAR

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.10, Exhibit II, pulled by Trustee O'Neal; 11.11 pulled by Trustees O'Neal and Guerrero; as well as 11.13 and 11.18 pulled by Trustee Randle-Trejo. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

BUSINESS SERVICES

11.1 ***Award of Bids, E-Rate 27***

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 14, 2023, and staff proceeded with the bidding process.

Current Consideration:
As a result of the bidding process, the following RFP were awarded to the lowest responsible and responsive bidders per Resolution No. 2023/24-B-05, pursuant to Public Contract Code (PCC) 20118.2.

Award of Bid

Bid#	Service	Award	Amount
2024-09	Network Equipment	Sehi Computer Products, Inc.	$846,310

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

E-Rate: $719,364 General Fund: $126,946

Action:
The Board of Trustees awarded Bid No. 2024-09 pursuant to PCC 20118.2 as listed.

11.2 ***Piggyback Bid, Farm to School Fresh Produce***

Background Information:
By piggybacking onto other public agencies' existing bids, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while keeping the District within legal requirements. Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing bid of another public entity, which is commonly known as piggybacking.

Current Consideration:
The District has determined that the following can be utilized to acquire farm to school fresh produce at the best value:

Val Verde Unified School District Request for Quote (RFQ) Farm to School Fresh Produce, Fruits, Vegetables, and Greens, RFQ# 2023-2024-02, awarded to Old Grove Orange Inc. for the purchase and delivery of farm fresh produce, including oranges, apples, watermelons, and other produce. The use of this bid is not exclusive, and the District can purchase similar products from other suppliers as needed.

Budget Implication:
This agreement allows the Food Services Department to take advantage of the lower costs and services afforded to other districts. The anticipated expenditure for the procurement of these products will be approximately $50,000. (Cafeteria Funds)

Action:
The Board of Trustees approved the use of the piggyback bid as listed above with Old Grove Orange Inc. pursuant to PCC 20118 through June 30, 2024, including extensions of the agreement.

11.3 ***Award of Bid***

The Board of Trustees was requested to award the following bid:

Bid#	Service	Award	Amount
2024-13	Anaheim High School Temporary Parking Lot Paving (Maintenance Funds)	Universal Asphalt Company, Inc.	$95,000

Action:
The Board of Trustees awarded Bid #2024-13.

11.4 ***Amendment No. 1, Lease-Leaseback Agreement, Scorpio Enterprises dba Aire-Masters Air Conditioning Districtwide HVAC Replacements-RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Districtwide HVAC Replacements (Project). Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, and requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2023-08 inviting contractors to submit qualifications and proposals to perform the work associated with the Project. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Scorpio Enterprises dba Aire-Masters Air Conditioning (Aire-Masters) as the LLB contractor for the Project. On June 15, 2023, the Board of Trustees ratified the LLB agreement with Aire-Masters.

Construction is currently underway for the work initially approved by the Board of Trustees. Additional scope of work has been developed, specifically for the construction of the Gilbert High School Outdoor Gym (ESSER). Aire-Masters bid the subcontractor packages to various companies for the additional scope of work, and has identified the subcontractors they plan to use on the Project. Staff has negotiated the LLB agreement amendment, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board of Trustees. The LLB agreement shall be amended to include the additional scope of work under Amendment No. 1.

Budget Implication:
The current GMP, associated contingencies and allowances for the originally bid work is $7,703,874. The LLB agreement's GMP will be amended by $670,000 to incorporate the additional scope of work as described above under Amendment No. 1. The total Project costs for the amended GMP including District contingencies and allowances will not exceed $8,393,974. (ESSER Funds, Facilities Funds, Maintenance Funds, and/or other funds as appropriate)

Action:
The Board of Trustees ratified Amendment No. 1 to the LLB agreement with Aire-Masters.

11.5 ***Amendment, Agreement, Tao Rossini, A Professional Corporation***

Background Information:
The District, at times, requires the services of outside legal counsel for facilities related matters. The District utilizes the Orange County Department of Education's counsel for legal services, but sometimes there are requirements that are outside the scope of the services and expertise they typically provide to the District. In these circumstances, outside counsel is recommended and utilized.

Current Consideration:
The District desires to amend the current agreement with Tao Rossini, A Professional Corporation, for ongoing legal consultation and services related to facilities matters for an additional year through June 30, 2026.

Budget Implication:
The agreement will be increased by $150,000, for a total cost not to exceed $210,000. The agreement amendment will be based on 1) the original hourly fee schedule, and 2) the terms and conditions of the original agreement. (Measure H Funds, Facilities Funds, Maintenance Funds, General Fund, and/or other funds as appropriate)

Action:
The Board of Trustees approved the amendment.

11.6 ***Agreement Assignment, RTM Engineering Consultants***

Background Information:
On November 18, 2021, the Board of Trustees approved the selection of KNA Structural Engineers (KNA) for engineering services pursuant to RFP #2022-04. The firm specializes in structural engineering.

Current Consideration:
The District received a letter from KNA, which explained the firm had been purchased and fully owned by RTM Engineering Consultants (RTM) effective August 1, 2022. The merger includes the assignment of all contractual agreements, including the current agreement with the District. As stipulated in the District's agreement with KNA, an assignment is only allowed by written consent of both parties. Therefore, the District must approve the assignment in order for the agreement to continue RTM pursuant to the original terms and conditions.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the assignment of the agreement from KNA to RTM.

11.7 ***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.

11.8 ***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.

11.9 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

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

Action:
On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified the reports January 8, 2024, through February 4, 2024, with the following vote.

Ayes: Trustees Smith, Guerrero, and Randle-Trejo
Abstain: Trustee O'Neal
Absent: Trustee Piercy

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

Action:
The Board of Trustees voted as follows on the report January 8, 2024, through February 4, 2024.

Ayes: Trustees Smith and Randle-Trejo
Abstain: Trustees O'Neal and Guerrero
Absent: Trustee Piercy

11.12 **SUPPLEMENTAL INFORMATION**

11.12.1 ASB Fund, December 2023

11.12.2 Cafeteria Fund, November 2023

11.12.3 Enrollment, Month 6

EDUCATIONAL SERVICES

11.13 ***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 Anaheim's Innovative Mentoring Experience (AIME) Summer 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.

Current Consideration:
OCUW would like to provide a grant for the AIME Summer Internship Program in the amount of $30,000. The grant term is effective January 1, 2024, through December 31, 2024.

Budget Implication:
The District will receive $30,000 in funds through this agreement.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the grant agreement.

11.14 ***Agreement, Rosetta Stone***

Background Information:
Twenty percent of the District student population is composed of English Learners/ plurilingual students. Of these students, 500 are identified as newcomers (students who have been in the country twelve months or less). In order to provide greater support to newcomers, the District provides a Rosetta Stone license to each for home and school use. This will be the eighth year with Rosetta Stone.

Current Consideration:
Rosetta Stone offers online access to an e-learning solution designed for English Learner/ plurilingual students at the emerging level of English proficiency to build fundamental language skills. Their platform engages students by developing skills through a predefined sequence and method using sounds, images, and text to help students acquire English. A renewal of 360 Rosetta Stone licenses are being provided September 20, 2023, through September 20, 2024. An additional 140 Rosetta Stone licenses are being provided November 6, 2023, through October 4, 2024.

Budget Implication:
The cost for the first 360 licenses is $31,595. The cost for the additional 140 licenses is $8,984. The total cost is not to exceed $40,579. (Title III Funds)

Action:
The Board of Trustees ratified the agreement.

11.15 ***Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Buena Park School District***

Background Information:
AUHSD operates several unique special education programs that are not available in some local school districts. School districts may enter agreements to provide services to special education students that are living in other districts. At times, the District admits special education students from other school districts into some of the District's unique special education programs.

Current Consideration:
Buena Park School District (BPSD) has requested to enter into a MOU with the District permitting students from BPSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from BPSD in the District programs was presented to the Board of Trustees for consideration of approval. Services are being provided August 1, 2023, through June 30, 2024.

Budget Implication:
BPSD will fund these services per billing agreement between BPSD and AUHSD/Greater Anaheim SELPA.

Action:
The Board of Trustees ratified the MOU between the District and BPSD.

11.16 ***Agreement, Barnett Berry***

Background Information:
Mr. Barnett Berry was a research professor at the University of South Carolina (UofSC) and the founding director of the Accelerator for Learning and Leadership for South Carolina (ALL4SC), an initiative launched in 2019, to marshal the resources of universities that have high research activity and to focus on high need school communities. In 1999, he founded the Center for Teaching Quality to ignite change inside of public education driven by the ideas and practices of teachers. Mr. Berry has authored a wide array of over 120 policy and research reports, journal articles, and commissioned papers. His most recent research *Teacher Leadership for Whole Child Education* features two school districts in North America: Surrey Schools (British Columbia) and Anaheim Union High School District. This consulting agreement was previously approved under UofSC; however, Mr. Berry is no longer employed with UofSC.

Current Consideration:
The District would like to hire Mr. Berry as a consultant to assist the District in developing and sustaining a system of whole child education, including writing, and submitting grant proposals for unrestricted, as well as restricted funds in support of the District's efforts to create transformative teaching and learning environments for both students and the educators who support. Further, Mr. Berry will be responsible for researching prospective funders that align with the District's vision and mission. The additional $10,000 funding request is to cover travel costs and the writing of a White Paper. Services are being provided September 15, 2023, through July 31, 2024.

Budget Implication:
The total cost for these services is not to exceed $25,000. (General Fund)

Action:
The Board of Trustees ratified the agreement.

11.17 ***Agreement, Flypoet Entertainment***

Background Information:
The 4th AUHSD Black History Month Celebration will be held on February 23, 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 and the Magnolia Urban African Dancers.

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 4th Annual AUHSD Black History Month Celebration. Services will be provided February 23, 2024.

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

Action:
The Board of Trustees approved the agreement.

11.18 ***Agreement, Magnolia Urban African Dancers***

Background Information:
The 4th AUHSD Black History Month Celebration will be held on February 23, 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 and the Magnolia Urban African Dancers. Magnolia Urban African Dancers was formed by Tamara Mobley and a small group of enthusiastic seniors at Magnolia High School. These students will perform a 4-minute dance that was choreographed by Tamara Mobley, a seventeen-year District employee, who works at Loara High School as a Campus Safety Aide. The other musicians will perform a short musical introduction, and give a very short audience participatory musical interlude. Tamara Mobley and all adult participants have over 40 years of experience as performing artist, as well teaching artists in California, Massachusetts, and Pennsylvania.

Current Consideration:
Magnolia Urban African Dancers will perform at the 4th Annual AUHSD Black History Month Celebration. Services will be provided February 23, 2024.

Budget Implication:
The total cost is not to exceed $600. (LCFF and/or Innovation Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

11.19 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected books for dual enrollment, English, IB Physics, and world languages courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

11.20 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected materials for display, for courses in English language development. 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, February 16, 2024, through March 7, 2024.

Action:
The Board of Trustees approved the display.

11.21 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

11.22 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

11.23 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

11.24 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

11.25 ***Membership, Digital Promise***

Background Information:
The Digital Promise League of Innovative Schools is a national network that connects and supports the most forward-thinking leaders in education. League members represent more than 150 districts in 38 states serving more than 4.4 million students. Their diverse experiences reflect the advancements, challenges, and vital work of public education in the United States. The League of Innovative Schools was launched at the White House under President Barack Obama within the U.S. Department of Education.

Current Consideration:
The Digital Promise League of Innovative Schools has connected us with key education and industry leaders, as well as community partners. It is a coalition of leading superintendents 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 2023-24 year is not to exceed $3,500. (General Fund)

Action:
The Board of Trustees approved the membership.

11.26 ***Conferences and/or Meetings, Superintendent***

It was recommended that the Board of Trustees approve and/or ratify the attendance to the following conferences for the superintendent with payment of necessary expenses (registration, travel, hotel, parking, ground transportation, etc.)

11.26.1 Community Engagement Initiative (CEI), February 1, 2024, through February 2, 2024, Santa Clara, CA, at a cost not to exceed $500. CEI will cover the costs for the flight and hotel. (CEI Fund)

11.26.2 ASU+GSV, April 14, 2024, through April 17, 2024, San Diego, CA, at a cost not to exceed $3,000. (General Fund)

Action:
The Board of Trustees approved and/or ratified for the superintendent to attend the conferences.

11.27 ***Conferences and/or Meetings, Board of Trustees***

It was recommended that the Board of Trustees approve and/or ratify the attendance to the following conferences for the Trustees with payment of necessary expenses (parking, ground transportation, etc.)

National AI K12 Deeper Learning Summit, February 29, 2024, through March 2, 2024, Anaheim, CA, at a cost not to exceed $50. (General Fund)

Action:
The Board of Trustees approved for the Trustees to attend the conference.

12. **SUPERINTENDENT AND STAFF REPORT**

Superintendent Matsuda reported the District's National K12 AI Summit is sold out. He gave a special mention to Amy Kwon, Sean Manning, Seema Sidhu, Brian Brady, Orange County Supervisor Doug Chaffee, Chan Zuckerberg Initiative, and Google for their work and cooperation on this event.

Dr. Fried highlighted the Black History Month celebration at AUHSD Performing Arts Center on February 23, 2024, and stated the CABE Conference is coming up with recognitions for Dr. Renae Bryant as Administrator of the Year, as well as Sycamore Junior High School will be receiving the Seal of Excellence Award.

Dr. Nien provided a special recognition to the 11 Western High School football players receiving college scholarships, along with the rest of the football team and staff supporting the team.

Mr. Saldivar acknowledged Carlos Hernandez and his staff, as well as Loara High school for hosting the Community Schools Leading and Learning visit. He reported over 400 people participated in the first LCAP session and approximately 17,000 people have taken the survey. In addition, he recognized District counselors during National Counselors' Week.

Student Representative Daniella Ruiz reported she will be attending the CABE Conference representing Savanna High School's Global Language Leadership Academy. She also led a Pledge Presentation at Gauer Elementary School for parents.

13. **BOARD OF TRUSTEES' REPORT**

Trustee O'Neal reported he attended the Servathon at half-dozen school sites, seven Open House events, the Choral Showcase at AUHSD Performing Arts Center, the Budget Committee Meeting, ROP Board Meeting, LCAP Meeting, and Cypress City Council Meeting, where Trustee Piercy received the "Key to the City," as well as had a park dedicated to her.

Trustee Smith indicated she attended the Student Discipline Task Force Meeting, Insurance Committee Meeting, Student Health Advisory Committee Meeting, as well as thanked Orlando Griego and his team for supplying healthy meals to District students. She made a special note on learning about genetics. Lastly, she acknowledged the AUHSD School News magazine, as well as The Gamut.

Trustee Guerrero said she attended the Budget Committee Meeting, the Project S.A.Y. Teen Center Ribbon Cutting Ceremony, Save the Music Foundation check presentation at Ball Junior High School, judged South Junior High School's "South Talks Soapbox Speeches," Tet Parade, Open Houses at Anaheim and Savanna high schools, as well as the Cypress City Council Meeting.

Trustee Randle-Trejo reported her attendance for Open Houses at Anaheim and Loara high schools, Anaheim High School Girls' Water Polo game, GASELPA Board Meeting, ROP Board Meeting, judged South Junior High School's "South Talks Soapbox Speeches," Cypress City Council Meeting, Tet Parade, and UCI Summit on "Conquering Hate." She provided a special shoutout to John Bautista and his team for the great work with AUHSD Spotlight. Lastly, she congratulated the District's sport teams, who have completed in CIF tournaments, as well as wished everyone a Happy Valentine's Day and Lunar Year.

14. **ADVANCE PLANNING**

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, March 7, 2024, at 6:00 p.m.

Thursday, April 18
Tuesday, May 7
Thursday, June 6
Thursday, June 13
Thursday, July 18
Thursday, August 8
Thursday, September 12
Thursday, October 17
Thursday, November 14
Thursday, December 12
Thursday, December 19

14.2 ***Suggested Agenda Items***

There were no suggested agenda items.

15. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:30 p.m.

Approved _____
Clerk, Board of Trustees