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: June 11, 2021

To: Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
Al Jabbar, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520
Annemarie Randle-Trejo, 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 17th day of June 2021

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, June 15, 2021, to allow reasonable arrangement to ensure interpretation services.

Any member of the public wishing to address the Board of Trustees should complete a speaker request form and submit it to the executive assistant prior to the meeting or by submitting comments online at https://bit.ly/2KJTiMw until noon on June 17, 2021. Online submissions will be provided to the Trustees prior to the Board meeting.

Closed Session–3:30 p.m.

Regular Meeting-6:00 p.m.

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, June 17, 2021
Closed Session–3:30 p.m.
Regular Meeting–6:00 p.m.

This meeting is being held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. Any or all Board members may attend the meeting by phone or other electronic means.

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, June 15, 2021, 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, June 15, 2021, to allow for reasonable arrangements to ensure accessibility to the meeting.

1. **CALL TO ORDER** ***ACTION ITEM***

2. **ADOPTION OF AGENDA** ***ACTION ITEM***

3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS** ***INFORMATION ITEM***

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form. Comments may also be submitted online at https://bit.ly/2KJTiMw until noon on June 17, 2021. Online submissions will be provided to the Trustees in writing prior to the Board meeting.

4. **CLOSED SESSION** ***ACTION/INFORMATION ITEMS***

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

4.1 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.

4.2 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Nien, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).

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

4.4 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–Executive Director of Fiscal Services.

4.5 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2015-00812893-CU-PO-CJC).

4.6 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2019-01085464-CU-OE-CJC).

4.7 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2021040540).

4.8 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2021040786).

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***

Board President Piercy will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 ***Closed Session Report***

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

6. RECOGNITIONS *INFORMATION ITEMS*

6.1 ***Classified Employees of the Year***

The Board of Trustees will recognize the Classified Employees of the Year for their dedicated service to the Anaheim Union High School District. The employees were all honored at the Classified Employee of the Year Recognition event on May 13, 2021.

Jazmin Alba–Sr. Administrative Assistant, Education and Information Technology
Virginia Arrizon–Sr. Administrative Assistant, Orangeview Junior High School

Liliana Carrillo–Executive Assistant, HR Certificated
Edward Crook–Equipment Repair Mechanic, Maintenance & Operations
Brooks-Anne Crumley–Secretary-Attendance, Lexington Junior High School
Lisa Cruz–Sr. Administrative Assistant, Savanna High School
Michelle Diaz–Secretary-School Support, Katella High School
Janet Dominguez–Secretary-Attendance (Bilingual), Brookhurst Junior High School
Kenneth Flores–Athletic Facilities Worker II, Magnolia High School
Wendy Gaggiano–Licensed Vocational Nurse, Hope School
Alma Garcia–Instructional Assistant-Behavioral Support, Western High School
Christopher Johnson–Technology Services Technician, South Junior High School
Mirna Leavenworth–Secretary-School Support (Bilingual), Gilbert High School
Paula Martin-Secretary-Registrar/Records, Loara High School
Elizabeth Medina–Family and Community Engagement Specialist, Dale Junior High School
Rocio Mendez-Translator/Interpreter, Anaheim High School
Sarah Mesa–Instructional Assistant-Specialized Academic Instruction, Kennedy High School
Judy Mugica-Instructional Assistant-Specialized Academic Instruction, Cypress High School
Rosa Perez–School Library Media Technician, Sycamore Junior High School
Esperanza Pimentel–Office Assistant (Bilingual), Ball Junior High School
Luis Rodriguez–Athletic Facilities Worker I, Walker Junior High School
Martha Salcedo–Secretary-Program Support (Bilingual), English Learner Office
Melanie Thomasson–Employee Relations Analyst, HR Classified
Opalina Valencia-Secretary-School Support, Oxford Academy

6.2 ***2021 California Classified Employee of the Year, National Award Nominee***

The Board of Trustees will recognize Adrian Prieto for his exemplary service to the District. Mr. Prieto was selected as the OC Classified School Employee of the Year, as well as named a 2021 California Classified School Employee of the Year, National Award Nominee by State Superintendent of Public Instruction Tony Thurmond.

7. REPORTS *INFORMATION ITEMS*

7.1 ***Reports of Associations***

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

7.2 ***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 five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form. Comments may be submitted online at https://bit.ly/2KJTiMw until noon on June 17, 2021. Online submissions will be provided to the Trustees prior to the Board meeting.

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

9.1 ***California School Dashboard and Local Indicators***

Background Information:
California's accountability system is reported through the California School Dashboard (Dashboard). The purpose of the Dashboard is to report on district, school, and student group performance on multiple indicators aligned to the Local Control Funding Formula (LCFF) and state priorities. Performance levels are displayed using a color system for the state indicators: Academic Indicator English/Language Arts, Academic Indicator Math, Chronic Absenteeism, English Learner Progress, Suspension Rate, Graduation Rate, and College/Career Readiness. Since state data is not available for some priority areas identified by LCFF, the State Board of Education approved local indicators and self-reflection tools for districts to use to measure progress. Local Education Agencies (LEAs) are required to collect and report information on the local indicators: Basic Services, Implementation of State Standards, Parent Engagement, School Climate, and a new local indicator, Course Access.

Current Consideration:
In compliance with state regulations, an annual presentation to the Board of Trustees will be presented to report the District's progress on the Local Indicators using locally collected data. The report will include the District's current performance in each area, as well as a needs assessment, and a final rating of Met, Not Met, or Not Met for Two or More Years.

Budget Implication:
There is no impact to the budget.

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

9.2 ***Local Control and Accountability Plan (LCAP) and Annual Update***

Background Information:
The LCAP and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2021-22 LCAP and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2019-20 year and expenditures for the 2020-21 Learning Continuity and Attendance Plan.

Current Consideration:
Manuel Colón, chief academic officer, Educational Services, and staff will present the LCAP and annual update to the Board of Trustees.

Budget Implication:
The program and goals contained in the LCAP must align with the terms of the District's 2021-22 annual budget and multi-year budget projections.

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. **[EXHIBIT A]**

9.3 ***Public Hearing, Local Control and Accountability Plan (LCAP) and Annual Update***

Background Information:
The LCAP and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2021-22 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2019-20 year.

Current Consideration:
Notice of the public hearing was posted in three public places in our District, ten days prior to this public hearing. The proposed LCAP is available for public inspection in the Educational Services Department, Monday through Friday, June 7, 2021, through June 17, 2021, 8:00 a.m. to 4:00 p.m. The purpose of the public hearing is to allow the public an additional opportunity to speak on the District's LCAP and annual update.

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 with an opportunity to speak on the LCAP and annual update.

9.4 ***Public Hearing, 2021-22 Proposed Budget***

Background Information:
The Board of Trustees is requested to open a public hearing on the 2021-22 proposed budget. Education Code Section 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for its district. The public hearing should be held on, or before, July 1, 2021, and should be held at least three days following availability of the proposed budget for public inspection. At the hearing, any resident of the District has an opportunity to appear and comment on the budget. The budget will not be considered for adoption by the Board of Trustees until after the public hearing has been held.

Current Consideration:
Business Services staff will present the 2021-22 proposed budget. The Board is required to hold this public hearing before such adoption.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board open a public hearing to provide the public an opportunity to speak on the 2021-22 proposed budget.

10. ITEMS OF BUSINESS

BUSINESS SERVICES

10.1 ***Agency Membership, California Association of School Transportation Officials*** ***ACTION ITEM***

Background Information:
The California Association of School Transportation Officials (CASTO) was founded in 1968 to promote safe pupil transportation for all California children. They are dedicated to the safety of all children through education and training in every avenue of transportation. CASTO is recognized by State and Federal agencies and other professional organizations as the leader of school transportation safety in California.

Current Consideration:
CASTO membership provides leadership and educational opportunities to the passenger transportation community, that results in the safest, most cost effective transportation through professional development, public awareness, legislative, and regulatory advocacy.

Budget Implication:
The cost for a District agency membership for the 2021-22 year is $1,000. This cost will be offset by the reduced cost to send staff to professional development. (General Fund)

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

EDUCATIONAL SERVICES

10.2 ***New Board Policy 7607, Esports, Second Reading*** ***ACTION/INFORMATION ITEM***

Background Information:
Esports programs existed throughout the District for several years. These programs were created and coordinated by teachers and other volunteers, and experienced high levels of student participation. District volunteers and partners, such as Anaheim Achieves, organized tournaments for student competition, and students also participated in tournaments organized by groups such as the North America Scholastic Esports Federation (NASEF). Students reported Esports participation helped them connect with their schools and fellow students, develop the 5Cs (communication, collaboration, critical thinking, creativity, and character), and discover potential careers. While the District's Esports programs have been successful, the District would like to establish support for these programs, as well as develop guidelines for game selection and student participation.

Current Consideration:
The Esports Board Policy recognizes the District's support for Esports as a way to engage students in school, develop career readiness and social skills, as well as provide practice of the 5Cs. In addition, the policy supports using funding, if available, for equipment and a coordinator to support Esports programs, and the development of a committee of representative stakeholders to support the program. The policy also establishes support for

professional development to support Esports, as well as collaboration with institutions of higher education, businesses, and community Esports agencies. Finally, the policy provides guidelines for game selection, a student code of conduct, and parent approval for the use of communication websites associated with Esports.

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 and/or approve New Board Policy 7607. **[EXHIBIT B]**

10.3 ***Grant Award, FUSE Science, Technology, Engineering, Art, and Mathematics (STEAM) Grant*** ***ACTION ITEM***

Background Information:
FUSE is a STEAM Lab program and makerspace for 4th-12th graders, housed within Northwestern University. They are a research-based program that transforms classrooms into learning studios where students engage in over 30 STEAM challenges based on their own interests. This program shows that students in FUSE emerge with newly identified STEAM interests, and also develop in their 21st Century skills. FUSE was founded in 2011, and currently partners with over 200 schools across the country.

Through the support of the Mazda Foundation, FUSE opened a competitive grant process for middle schools in Los Angeles and Orange counties. Through this opportunity, 10 schools have been selected to receive a grant that includes a two-year implementation of our program, which includes 32 STEAM challenges. The implementation will cover the 2021-22 and 2022-23 years, and the grant includes all materials, supplies, equipment (two 3D printers), as well as a two-day training to be held over the summer.

Current Consideration:
Dale Junior High School is one of 10 schools awarded the FUSE Grant. Dale Junior High School was the only school site within the District that applied at the time. The FUSE Grant includes the first year site license for the FUSE Innovate package (a $20,000 value). It also includes all challenge materials, including two Prusa i3 MK3 3D printers, as well as website access for youth and facilitators. Professional development over the summer for the school's implementation team and year-round implementation support from the FUSE team is also included.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees accept the grant award.

10.4 ***Group Booking Agreement, Temecula Creek Inn, GEAR UP Conference*** ***ACTION ITEM***

Background Information:
The District attends two GEAR UP conferences annually to build the capacity of District staff at our GEAR UP sites. Unfortunately, as a result of COVID-19, the District has been unable to attend the GEAR UP conferences since July 2019. With the state scheduled to open up

beginning on June 15, 2021, and more importantly, in effort to bring our District team together with our GEAR UP partners, a retreat/conference is being scheduled for July 6-8, 2021, in Temecula, California.

Current Consideration:
In order to secure the venue, the District made an initial deposit to the venue. Additional deposits will be required to secure the accommodations. In the past, the District paid GEAR UP to attend the conference. This year, GEAR UP will be paying the District their annual allocation to the District. Therefore, this is essentially a pass-through since our District will be hosting the event instead. Services will be provided July 6, 2021, through July 8, 2021.

Budget Implication:
The total cost for these services is not to exceed $19,971.39 (LCFF Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the group booking agreement.
[EXHIBIT C]

10.5 ***Educational Consulting Agreement, Next Gen Science Innovations, Jim Clark*** ***ACTION ITEM***

Background Information:
Next Gen Science Innovations (NGSI) was founded by teachers who understand the needs and realities of other classroom teachers. NGSI's emphasis is supporting teachers and other District leaders in their development of equitable and inclusive classrooms while increasing their confidence in implementing phenomena-based, three-dimensional Next Generation Science Standards (NGSS) lessons and strategies. NGSI does this through Districtwide support workshops with innovative approaches to support the shifts in content and practice for effective NGSS implementation.

Current Consideration:
NGSI will provide the Equitable Grading Practices workshop to District science teachers. The workshop is designed around the "why" of shifting a grading system and the "how" of those changes. Services are being provided June 3, 2021, through July 29, 2021.

Budget Implication:
The total cost for these services is not to exceed $6,000. (LCFF Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the educational consulting agreement.
[EXHIBIT D]

10.6 ***Cooperation Agreement, Roadtrip Nation (RTN)*** ***ACTION ITEM***

Background Information:
Roadtrip Nation is an educational media production company based in Costa Mesa that produces the documentary series *Roadtrip Nation*. In addition, they have developed a career exploration portal utilizing their archive of interview footage of professionals from a variety of careers. This portal helps users connect their skills and interests to potential careers, and provides interviews, as well as "day in the life" videos to help learners understand the skills needed in various careers.

Current Consideration:
Roadtrip Nation (RTN) and the District will enter into an agreement to provide a Digital Career Exploration Hub to be used by students and community members to explore potential careers, conduct virtual job shadowing, and to connect with and interview employers to develop their career and life goals. RTN will also produce student project interview videos that will reside on the landing page focused on leaders in specific career pathways or industries. Finally, RTN will provide access to its work-based project experience for mentors/educators to help students develop the skills necessary to successfully navigate authentic career exploration. Services are being provided June 1, 2021, through August 31, 2024.

Budget Implication:
The total initial cost for the project is $125,000, and $50,000 will be funded via a grant from the Orange County Community Foundation, approved by the Board on May 6, 2021. The remaining cost to the District is $75,000 in year one, $50,000 in year two, and $50,000 in year three. (Resiliency Funds)

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

10.7 ***Educational Consulting Agreement, Crisis Prevention Institute*** ***ACTION ITEM***

Background Information:
The Crisis Prevention Institute (CPI) provides evidence-based de-escalation and crisis prevention training on the skills needed to safely de-escalate crisis situations. Training focuses on verbal de-escalation and early intervention, giving staff an effective framework for decision-making and problem solving. By teaching safe disengagements and restrictive interventions that can be implemented with the least use of force, this training supports the safest environment for students and staff. Post-crisis strategies assist teams in recognizing opportunities to learn prevention strategies in the aftermath of a crisis.

Current Consideration:
The District would like to enter into a consulting agreement with the Crisis Prevention Institute to provide training for District staff members to become certified instructors. District staff certified instructors will train District personnel who may be involved in crisis situations including campus security, administrators, special education teachers of special programs, and instructional assistants. Services will be provided July 1, 2021, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $70,000. (Expanded Learning Opportunity Grant Funds)

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

10.8 ***Memorandum of Understanding (MOU), City of Cypress, School Resource Officer (SRO) Program*** ***ACTION ITEM***

Background Information:
The City of Cypress has secured a State of California Tobacco Grant that funds an SRO to be shared between Lexington Junior High School, Cypress High School, and Oxford Academy for three years. An SRO is a full-time police officer whose primary job is to address law enforcement concerns at their assigned schools and collaborate with school staff to provide tobacco-related education, enforcement, and outreach to students.

Current Consideration:
The SRO will develop knowledge of the school stakeholders and provide referrals for support services available to the students and their families. The SRO will focus on promoting a safe school environment. Working in partnership with District staff and larger community, the SRO will identify, investigate, and work to reduce crime on school campuses. Services will be provided July 1, 2021, through June 30, 2024.

Budget Implication:
There is no impact to the budget.

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

10.9 ***Educational Consulting Agreement, Ernie T. Gritzewsky Empowerment Comedian and TEDx Speaker*** ***ACTION ITEM***

Background Information:
Ernie T. Gritzewsky is an entertainer and motivational speaker who performs to middle school, high school, and college students in over 30 states throughout the country. He performed for top organizations such as Pepsi-Co, Disney, General Mills, Warner Bros, the U.S. Armed Forces, and the National Council de la Raza. His purpose is to promote mental health and well-being for youth and adults. Through his workshops and comedic style, he promotes emotional intelligence, mental health, and empowers his audience to live a happier life.

Current Consideration:
Anaheim High School would like to enter into an agreement with Mr. Gritzewsky to deliver two seminars. Services will be provided August 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for these services is not to exceed $3,000. (Site LCFF Funds)

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

10.10 ***Quote, Nearpod, Inc.*** ***ACTION ITEM***

Background Information:
The District purchased the licensing to the Nearpod application to augment the online learning experience for teachers and students. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Nearpod, provides teachers the ability to create lessons, videos, and activities with

formative assessment features. The platform also provides thousands of lessons, videos, and activities in their libraries. The tool meets communication, collaboration, creativity, and critical thinking aspects of our 5Cs.

Current Consideration:
The District is reviewing Nearpod and other supplemental, educational technology applications during the 2021-22 year, to advocate for standard applications in the school years that follow. Students have submitted more than 440,000 activities in more than 4,300 teacher sessions. The quote provides Nearpod access to all students and staff. Services will be provided August 14, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $128,293. (ESSER Funds)

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

10.11 ***School-Sponsored Student Organizations*** ***ACTION ITEM***

Background Information:
The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organizations shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

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

10.11.1 Christian Club, Cambridge Virtual Academy **[EXHIBIT J]**
10.11.2 Leadership Club, Cambridge Virtual Academy **[EXHIBIT K]**
10.11.3 Cypress Media Marketing Club, Cypress High School **[EXHIBIT L]**
10.11.4 KIKA Club, Cypress High School **[EXHIBIT M]**
10.11.5 Palestinian Culture Club, Cypress High School **[EXHIBIT N]**
10.11.6 The Humanitarian Research Association (HRA) Club, Katella High School **[EXHIBIT O]**
10.11.7 Black Student Union (BSU), Brookhurst Junior High School **[EXHIBIT P]**
10.11.8 Robotics Club, Brookhurst Junior High School **[EXHIBIT Q]**
10.11.9 Sewing Club, Brookhurst Junior High School **[EXHIBIT R]**

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.

HUMAN RESOURCES

10.12 ***2021-22 ASTA Salary Schedule*** ***ACTION ITEM***

Background Information:
The Anaheim Secondary Teachers Association (ASTA) and the District agreed to a 2021-22 Student/Teacher Calendar, which contained a total of 187 days in the work year for certificated employees (185 base contract days plus two [2] additional days only for the 2021-22 year).

Current Consideration:
On April 8, 2021, the Board of Trustees approved the agreement between AUHSD and ASTA for the period of August 10, 2020, through the first teacher work day of the 2022-23 year. The 2021-22 ASTA salary schedule reflects the two additional work days.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2021-22 ASTA salary schedule. **[EXHIBIT S]**

10.13 ***Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) for 2020-21, in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

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

Budget Implication:
There is no impact to the budget.

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

10.14 ***Adoption of the 2020-21 Collective Bargaining Agreement with CSEA*** ***ACTION ITEM***

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

Current Consideration:
The tentative agreement includes a 3.26 percent increase on the salary schedule retroactive to July 1, 2020.

Budget Implication:
The increase for the 3.26 percent salary schedule increase will impact the budget with an additional estimated expense of $1,470,000 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2020-21 collective bargaining agreement with CSEA. **[EXHIBITS T and U]**

10.15 ***Public Hearing, Disclosure of Collective Bargaining Agreement with AFSCME*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) for 2020-21, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

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

Budget Implication:
There is no impact to the budget.

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

10.16 ***Adoption of the 2020-21 Collective Bargaining Agreement with AFSCME*** ***ACTION ITEM***

Background Information:
The District entered into contract negotiations with the American Federation of State, County, and Municipal Employees (AFSCME) for a successor agreement after proposals were brought forth by both. Negotiations were held and a tentative agreement was reached by both parties and ratified by AFSCME.

Current Consideration:
The tentative agreement includes a 3.26 percent increase on the salary schedule retroactive to July 1, 2020.

Budget Implication:
The increase for the 3.26 percent salary schedule increase will impact the budget with an additional estimated expense of $687,500 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the agreement. **[EXHIBITS V and W]**

11. **CONSENT CALENDAR** ***ACTION ITEM***

The Board will list consent calendar items that they wish to pull for discussion.

The Board of Trustees is requested to approve/ratify items listed under the consent calendar. These items are considered routine and are acted on by the Board of Trustees in one motion. It is understood that the administration recommends approval of all consent calendar items. Each item on the consent calendar, approved by the Board, shall be deemed to have been considered in full and approved/ratified as recommended. There is no discussion of these items prior to the Board vote unless a member of the Board, staff, or the public requests specific items be discussed or removed from the consent calendar.

BUSINESS SERVICES

11.1 ***Membership, California Association of School Business Officials (CASBO) Organizational***

Background Information:
CASBO is a recognized authority on California school business. CASBO is a member-driven association that promotes ethical values; develops exceptional leaders; advocates for and supports the needs of members; as well as sets the standard for excellence through top-quality professional development and mentorship, meaningful collaboration and communication, as well as unparalleled innovation.

Current Consideration:
CASBO membership benefits include the ability for Business Services and Human Resources leadership to participate on local and statewide CASBO committees, professional councils, access a myriad of job specific resources, and receive discounted rates for professional development opportunities.

Budget Implication:
The cost of membership for the 2021-22 year is $5,250. This cost will be offset by the reduced cost to send staff to professional development. For the 2020-21 year, the Board approved the CASBO membership at a cost of $3,000. Price increase is due to a great number of online courses and webinars added for CASBO members at no additional cost. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the CASBO organizational membership.

11.2 ***Agreement, Human Resources Application Software Support Service***

Background Information:
The District has an agreement with the Orange County Superintendent of Schools to provide annual software support services for the Human Resources Application Software.

Current Consideration:
The agreement provides for professional services to the District for the implementation of the Human Resources Application, including ongoing training services for present and future

employees, future software enhancements, as well as support services July 1, 2021, through June 30, 2022. The agreement extends services for an additional year.

Budget Implication:
The total cost is not to exceed $75,000. (General Fund)

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

11.3 ***Contract for Audit Services, Eide Bailly LLP***

Background Information:
California school districts are required to have an annual financial and compliance audit, per Education Code Sections 14500-14508 and 41020. Financial and compliance audits are performed in accordance with generally accepted audit standards issued by the Comptroller General of the United States, and Standards and Procedures for Audits of California K-12 Local Education Agencies issued by the California Education Audit Appeals Panel. The auditor audits the financial statements, categorical programs, and various financial procedures in order to express an opinion on the financial statements, as well as position of the District.

Current Consideration:
The Board is requested to approve the contract with Eide Bailly LLP. Services will be provided to the District for the audits of June 30, 2022, 2023, and 2024.

Budget Implication:
The total is not to exceed $59,000 for the 2021-22 year; $60,000 for the 2022-23 year; and $61,000 for the 2023-24 year, plus related incidental costs. (General Fund)

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

11.4 ***Bond Audit Agreement, Eide Bailly LLP***

Background Information:
Proposition 39 was authorized in the November 2000 general election, and it allows school districts to incur bonded indebtedness based on a 55 percent vote, rather than the two-thirds vote previously required. Proposition 39 contains specific provisions that require: 1) bond money only to be used for construction, reconstruction, rehabilitation, or replacement of school facilities; 2) the specific projects that use bond funds must be identified; and 3) the District is required to have an annual independent performance and financial audit of the bond proceeds.

The District issued Measure H bonds in May 2015. This requires the District to have a bond audit under the Proposition 39 rules. Eide Bailly LLP (Eide Bailly) is the District's current general financial auditor. Since the District already uses Eide Bailly to perform the annual audit, it is recommended to use them for the bond audit. This increases efficiency in the audit. The audit report will be provided to the District.

Current Consideration:
The Board is requested to approve the contract with Eide Bailly. Services will be provided to the District for the years ending June 30, 2022, 2023, and 2024.

Budget Implication:
The total is not to exceed $10,000, per year, for 2021-22, 2022-23, 2023-24, plus related incidental costs. (General Fund)

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

11.5 ***School Facility Program Audit Agreement Amendment, Eide Bailly, LLP***

Background Information:
The District has contracted with Eide Bailly, LLP (Eide Bailly), formerly known as Vavrinek, Trine, Day & Co., LLP, 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 August 2020, the District entered into a new agreement with Eide Bailly to provide performance audits to meet the new School Facility Program (SFP) certification and closeout requirements for compliance with Section 8 of Article II of the State of California Constitution.

Current Consideration:
With Eide Bailly's current agreement set to expire on June 30, 2021, the District desires to enter into an agreement amendment with the firm to conduct performance audits related to the SFP certification and closeout process, for an additional year through June 30, 2022. The amendment will be signed following Board approval.

Budget Implication:
The agreement will be increased by $15,000 for a total cost not to exceed $45,000 through June 30, 2022. The agreement amendment will be based on Eide Bailly's original audit services cost of $6,000 per project receiving funding under the SFP, plus incidental costs. (Facilities Funds and/or other funds as appropriate)

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

11.6 ***Agreement, Bickmore Actuarial Services***

Background Information:
The Government Accounting Standards Board (GASB) 10 requires the District to accrue a liability on its financial statement for the ultimate cost of claim and expenses associated with all reported and unreported claims, including allocated loss adjustment expenses and unallocated loss adjustment expenses. Professional actuarial services for the District's self-insured general liability program was completed by Bickmore Risk Services for outstanding liabilities as of June 30, 2018, and June 30, 2019, as well as forecast for program years 2018-19 and 2019-20. The District is in need of an updated study and analysis of the District's self-insured general liability program.

Current Consideration:
In their study and analysis of the District's self-insured general liability program, Bickmore will provide a projection of loss costs, cash flow and investment income, as well as calculate program funding levels for the 2021-22 and 2022-23 program years, estimate required funding for the program's outstanding losses and loss adjustment expenses for preceding fiscal years as of June 30, 2021, and June 30, 2022, and provide a statement of compliance

with the Government Accounting Standards Board (GASB) 10 and 30. Services will be provided June 18, 2021, through December 31, 2021.

Budget Implication:
The total cost is not to exceed $4,350. (General Fund)

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

11.7 ***Protected Insurance Program for Schools (PIPS) Joint Powers Authority, Keenan & Associates***

Background Information:
The District has retained Keenan & Associations to broker workers' compensation coverage through the PIPS, a Joint Powers Authority. PIPS self-insures and re-insures its members up to $155 million, with no member retention.

Current Consideration:
PIPS provides workers' compensation coverage, claims administration, integrated loss control and risk management services, online training, FEHA/interactive training and support, as well as a Medical Provider Network (MPN). In order to continue workers' compensation coverage and services, approval is required for continued participation in PIPS for the period of July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is estimated at $5,752,098. (Workers' Compensation Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the District's continued participation in the Protected Insurance Program for Schools Joint Powers Authority.

11.8 ***Run-Off Claims Administration Agreement Amendment, Keenan & Associates***

Background Information:
The District workers' compensation program for industrial injuries prior to 1996 was fully self-insured, as permitted by Education Code Section 17566 and the California Department of Self-Insurance Plans.

Current Consideration:
Claims for this period of self-insurance have been administered by Keenan & Associates since the first occurrence of the injuries. The agreement is to renew claims administration services for July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is not to exceed $5,000. (Workers' Compensation Funds)

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

11.9 ***Southern California Regional Liability Excess Fund (ReLIEF), Keenan & Associates***

Background Information:
As of July 1, 2015, the District has retained Keenan & Associates to broker property and liability coverage through Southern California Regional Liability Excess Fund (ReLIEF), a Joint Powers Authority (JPA). ReLIEF self-insures its members up to $1 million on liability claims, less the District's $50,000 member retention limit. Claims in excess of $1 million are covered by the Schools Association for Excess Risk (SAFER) JPA up to $50 million.

Current Consideration:
ReLIEF provides property and liability coverage, as well as claims administration for claims within its layer of coverage, transfer of liability to excess carriers, integrated loss control, and risk management services, as well as online training. In order to continue property and liability coverage and services, approval is required for continued participation in ReLIEF for July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is estimated at $3,113,368. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the District's continued participation in the Southern California Regional Liability Excess Fund Joint Powers Authority.

11.10 ***Student Accident and Health Insurance Programs, Myers-Steven & Toohey & Co., Inc.***

Background Information:
Education Code Section 49470 allows school districts to make group accident insurance available on a voluntary basis for purchase by parents or guardians. Myers-Stevens & Toohey & Co., Inc., has provided student accident and health insurance programs for District students and athletes for many years.

Current Consideration:
The insurance programs allow students who do not have health care coverage to participate in athletics, and provide a supplement to a parent or guardian's private insurance for both athletes and other students. The student accident and health insurance programs are underwritten by CHUBB/Ace American Insurance Company and administered by Myers-Stevens & Toohey & Co., Inc. The 2021-22 insurance program costs are paid by parents or guardians who elect to obtain this voluntary coverage. The 2021-22 insurance programs and rates are as follows:

	Low Option	Mid Option	High Option
Student Accident and Sickness Plan			
Full-Time Health Care*			
Initial Payment/Subsequent Payments	$208/$338		
School-Time Accident Plan	$39	$63	$77
Full-Time 24/7 Accident Plan	$165	$219	$317
Interscholastic Tackle Football Accident Plan	$180	$235	$338
Full-Time Dental Plan			
(with another plan)	$12	$12	$12
(purchased separately)	$16	$16	$16

*Initial payment covers the remainder of the month in which it was paid and one additional month. Subsequent payment is billed every two months and covers an additional two-month period.

Budget Implication:
There is no impact to the budget.

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

11.11 ***Agreements, Transportation***

Background Information:
The Board of Trustees has in past years approved the agreements to provide transportation services to North Orange County Regional Occupation Program (ROP) and Servite High School.

Current Consideration:
It is in the best interest of the District to provide transportation services to these groups. The agreements will be in effect July 1, 2021, through June 30, 2022.

Budget Implication:
The transportation agreements 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 approve the agreements. **[EXHIBITS DD and EE]**

11.12 ***Agreement, Orange County Department of Education, Electronic Document Management System (Imaging, Scanning, and Workflow)***

Background Information:
The District has had a long-standing agreement with the Orange County Department of Education (OCDE) for imaging services since 2006. The imaging services provide web based imaging, scanning, workflow, document archival, retrieval, and storage services for various sites and departments (Human Resources, Business Services, Educational Services, Special Youth Services, Payroll, etc).

Current Consideration:
This agreement renews our current agreement for imaging, scanning, workflow, document archival, retrieval, and storage services with OCDE. The agreement will be effective July 1, 2021, through June 30, 2022.

Budget Implication:
The base amount for the system is $6,000 per year based on the District's ADA. Any additional implementation services requested will be billed to the District at the rate of $75 per hour. (General Fund)

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

11.13 ***Agreement Amendment, Cumming Construction Management, Inc.***

Background Information:
Cumming Construction Management, Inc. (Cumming) has been providing Program and Project Management Services to assist the District with the management of its capital improvement program (Program) including energy projects. Cumming also assists the District with the scheduling and budgeting of the Program, regular updating of the Program to the Board of Trustees, and reporting to the Citizens' Oversight Committee. The firm has gained extensive knowledge of the District's sites, and its project management protocols, through its involvement with most of its larger construction projects, which are funded using various sources including Measure H funds. The Board of Trustees approved an agreement with Cumming on June 18, 2020.

Current Consideration:
With the current agreement set to expire on June 30, 2021, the District desires to enter into an agreement amendment with Cumming to conduct all work required for Program and Project Management services for an additional year through June 30, 2022.

Budget Implication:
The agreement will be increased by $1,500,000, for a total cost not to exceed $3,000,000 through June 30, 2022. The agreement amendment will be based on 1) Cumming's original service fee schedule; and 2) the terms and conditions of the original agreement. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

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

11.14 ***Agreement Amendment, Environmental Network Corporation***

Background Information:
The District requires EPA/AHERA inspections and reports, and hazardous material abatement consulting and inspection services at all District sites. Over the past years, Environmental Network Corporation (ENCORP) has been providing the District with these services, mainly for the District's Maintenance and Facilities renovation projects, and for the updating of associated data.

Current Consideration:
The District has an interest in continuing to utilize the services provided by ENCORP. This firm has prior knowledge of the District's facilities, projects, and standard procedures. An amendment to the agreement will continue the services through June 30, 2022.

Budget Implication:
The agreement will be increased by $200,000, for a total cost not to exceed $620,000 for required EPA/AHERA inspections and reports; and by $350,000, for a total cost not to exceed $1,200,000, for hazardous material abatement and consulting services for the upcoming Measure H projects, and other work associated with the Maintenance and Facilities departments. (Maintenance Funds, Routine Restricted Maintenance Funds, Measure H Funds, Facilities Funds, and/or other funds as appropriate)

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

11.15 ***Agreement Amendment, Knowland Construction Services***

Background Information:
Knowland Construction Services (Knowland) has been providing Division of the State Architect (DSA) inspector of record, and related services for the District. These services are necessary for public works construction, and other renovation projects. The Board of Trustees approved an agreement with Knowland on June 18, 2020.

Current Consideration:
With the current agreement set to expire on June 30, 2021, the District desires to enter into an agreement amendment with Knowland to conduct all work required for DSA inspection services for the ongoing Measure H projects, and other work associated with the Maintenance and Facilities departments for an additional year through June 30, 2022.

Budget Implication:
The agreement will be increased by $500,000, for a total cost not to exceed $1,000,000 through June 30, 2022. The agreement amendment will be based on 1) Knowland's service fee schedule; and 2) the terms and conditions of the original agreement. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

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

11.16 ***Agreement Amendment, Twining Consulting***

Background Information:
Twining Consulting (Twining) has been providing geotechnical soils inspections and material testing services for the District's public works, renovation, and the Division of the State Architect projects. The Board of Trustees approved an agreement with Twining on August 13, 2020.

Current Consideration:
The District desires to enter into an agreement amendment with Twining to conduct all work required for geotechnical soils inspections and material testing services for the ongoing Measure H projects, and other work associated with the Maintenance and Facilities departments for an additional year through June 30, 2022.

Budget Implication:
The agreement amendment will be increased by $500,000, for a total cost not to exceed $1,750,000 through June 30, 2022. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

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

11.17 ***Agreement Amendment, Vital Inspection Services, Inc. (VIS)***

Background Information:
Vital Inspection Services (VIS) has been providing Division of the State Architect (DSA) inspector of record and related services for the District. These services are necessary for public works construction and other renovation projects. The Board of Trustees approved an agreement with VIS on June 18, 2020.

Current Consideration:
With the current agreement set to expire on June 30, 2021, the District desires to enter into an agreement amendment with VIS to conduct all work required for DSA inspection services for the ongoing Measure H projects, and other work associated with the Maintenance and Facilities departments for an additional year through June 30, 2022. The amendment will be signed following Board approval.

Budget Implication:
The agreement will be increased by $250,000, for a total cost not to exceed $500,000 through June 30, 2022. The agreement amendment will be based on 1) VIS' service fee schedule; and 2) the terms and conditions of the original agreement. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

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

11.18 ***Ratification of Change Order***

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

Bid #2020-19, Anaheim High School	P.O. #P64A0065
Fire Alarm Upgrades	
Giannelli Electric, Inc.	
Original Contract	$1,252,692
Change Order #1 **[EXHIBIT LL]**	($39,714)
New Contract Value	$1,212,978

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

11.19 ***Notice of Completion***

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

Bid #2020-19, Anaheim High School	P.O. #P64A0065
Fire Alarm Upgrades	
Giannelli Electric, Inc.	
Original Contract	$1,252,692
Contract Changes	($39,714)
Total Amount Paid	$1,212,978

Staff Recommendation:
It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bid#2020-19 as complete, and authorize the filing of the notice of completion with the Office of the County Recorder.

11.20 ***Award of Bids***

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

Bid#	Service	Award	Amount
2021-16	Magnolia High School Portable Buildings Certification & TMP Ramps (Developer Fees)	IVL Contractors	$181,540
2021-22	Orangeview Junior High School Dust Collector (Routine Restricted Maintenance Funds)	JM & J Contractors	$99,000

Staff Recommendation:
It is recommended that the Board of Trustees award Bids# 2021-16 and 2021-22.

11.21 ***Piggyback for the Purchase of an Athletic Fields Mowing Equipment***

Background Information:
The District's Maintenance and Operations Department utilizes two large lawn mowers to mow the athletic fields of all 18 schools in the District. The first mowing machine is more than 20 years old, while the second has exceeded 15 years of service. Both pieces of equipment have been malfunctioning and are breaking down more frequently causing interruptions in the mowing operations and resulting in required repairs that cost on average $12,000 each time a repair is required. Additionally, and given their age, several of their parts required for replacement are becoming difficult to find in the market and are becoming obsolete.

Though it is necessary to replace both machines, and due to budget constraints, the District will be replacing the oldest machine this fiscal year and the second machine next year.

Current Consideration:
The District will be purchasing one large mowing machine this year, and a second mowing machine next year. Having newer mowing machines will result in increased reliability of these machines, more efficiency in mowing all 18 athletic fields, and will eliminate the large costs for repairs in the early years of usage.

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Turf Star, Inc. The equipment will be purchased utilizing DGS CMAS contracts 4-07-51-0020A. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 to make the purchase as needed.

Budget Implication:
The cost is not to exceed $105,051. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the purchase of a large area rotary mower utilizing DGS's CMAS contract 4-07-51-0020A to Turf Star, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

11.22 ***Piggyback for the Polished Concrete Services***

Background Information:
Several District classrooms have currently old carpets or vinyl tiles that necessitate replacement. Some of these classrooms include ASB classrooms, science rooms, multipurpose rooms, and band/choir rooms. The functionality of these rooms require flooring that is more durable, easier to clean and maintained, as well as more fit for the programs and curriculums held in these classrooms. Currently polished concrete is becoming the standard for these classrooms.

Current Consideration:
The District will be contracting with KYA to provide services to remove old flooring and install polished concrete in these classrooms. Classrooms will be prioritized based on the condition of the existing flooring and will be scheduled based on a 5-year maintenance program starting summer 2021.

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with KYA Services, LLC that will allow other agencies, including local districts, to purchase polished concrete including removal and installation services. The material and services will be purchased utilizing DGS CMAS contracts 4-20-78-0089C through February 10, 2025, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100.

Budget Implication:
The cost is not to exceed $200,000 annually. (Routine Restricted Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the purchase of polished concrete, including removal and installation services, utilizing DGS's CMAS contract 4-20-78-0089C to KYA Services, LLC, including extensions of the contract.

11.23 ***Piggyback Contract for Document Cameras and Related Items***

Background Information:
The District is refreshing and augmenting its technology inventory to provide a new document camera in every classroom Districtwide. Staff has recently purchased a number of IPEVO VZ-R products, which are fully functional document cameras, that have been widely accepted. The VZ-R has the flexibility of being able to connect via USB or HDMI, is small, light, multi-jointed, and displays in high definition, with a built-in LED light source. It can also be used independent of a computer, with the ability to be plugged directly into any display, monitor, projector, or device with HDMI or USB ports.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract that is usable by state and local agencies through the California Multiple Awards Schedule (CMAS) with EHP International, Inc. dba EHP Solutions. The document cameras and related items will be purchased utilizing DGS CMAS contract 3-21-05-1007. The District

will use this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. to purchase the items as needed.

Budget Implication:
The total cost is not to exceed $259,558 (ESSER II [Elementary and Secondary School Emergency Relief II Funds])

Staff Recommendation:
It is recommended that the Board of Trustees approve the purchase of document cameras and related items utilizing DGS's CMAS contract 3-21-05-1007 with EHP International, Inc. dba EHP Solutions, pursuant to Public Contract Code Sections 10298, 10299, and 12100.

11.24 ***Piggyback Contract for Software Licenses***

Background Information:
The District has used Absolute Software for approximately fifteen years. The software was initially adopted for its "Lojack for Laptops" feature as a theft deterrent and installed the software on all mobile computers. Over the years, Absolute has added features such as asset management, cybersecurity, updating, patching, scripting, and the ability to make some applications self-healing. The District has been utilizing Absolute on all devices since 2018.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract that is usable by state and local agencies through the California Multiple Awards Schedule (CMAS) to Sehi Computer Products, Inc. The software will be purchased utilizing DGS CMAS contract 3-20-70-0225M and will allow staff to use through September 26, 2024, including any extensions of the agreement. The software licenses will be provided through June 2022, and for up to a total of two additional years, renewable annually by the District's director of Purchasing and Central Services.

The District will use this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. to purchase the items as needed.

Budget Implication:
The total cost of the first year is not to exceed $232,030. The additional years may be more or less depending on the actual number of additional devices acquired or decommissioned. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the purchase of document cameras and related items utilizing DGS's CMAS contract 3-20-70-0225M with Sehi Computer Products, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

11.25 ***Award of Bids, Food Services***

Background Information:
There are food service related items that the District anticipates it will need during the school year; such items include bread and related baked products, milk and dairy products, and also paper and plastic packaging, liners, trays, utensils, lids, plates, bowls, cups, and other related items. The Board of Trustees is requested to award bids for the purchase of these various food service related items.

Current Consideration:
These bids will establish discounted pricing and fulfill federal, state, and local bidding requirements. The amounts shown below are best annual estimates and actual amounts expended could be higher or lower based. The following bids were from the lowest, most responsible, and responsive bidders:

Award of Bids:
The Board of Trustees is requested to award the following bids:

Bid#	Service	Award	Amount
2021-17	Bread and Related Products	Galasso's Bakery	$225,572
2021-18	Milk and Dairy Products	Clearbrook Farms, Inc.	$1,441,853
2021-19	Food Service Paper, Plastic, and Related Goods	P & R Paper Supply Company, Inc.	$371,139
		The Platinum Packaging Group	$174,550
		Ekon-O-Pac LLC	$19,969

Budget Implication:
The total anticipated annual expenditure is listed above, but actual amounts may be more or less based on usage and market conditions. (Cafeteria Funds)

Staff Recommendation:
It is recommended that the Board of Trustees award all bids, pursuant to Public Contract Code 20111, for the purchase of various food service items from the listed suppliers for up to three years, renewable annually by the District's director of Purchasing and Central Services.

11.26 ***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 MM]**

11.27 ***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 NN]

11.28 ***Donations***

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

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports April 27, 2021, through June 7, 2021. **[EXHIBITS PP and QQ]**

11.30 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report April 27, 2021, through June 7, 2021. **[EXHIBIT RR]**

11.31 **SUPPLEMENTAL INFORMATION**

11.31.1 ASB Fund, March and April 2021 **[EXHIBITS SS and TT]**

11.31.2 Cafeteria Fund, March 2021 **[EXHIBIT UU]**

11.31.3 Enrollment, Month 9 and 10 **[EXHIBITS VV and WW]**

EDUCATIONAL SERVICES

11.32 ***Revised Board Policy Regulation 8535.5R, Transfers-Intradistrict***

Background Information:
Board Policy 8535.5 Transfers-Intradistrict sets forth the District's policy for students who reside within the District boundaries to apply for enrollment in any district school, provided the school is eligible (space, program, status, mandate). With the addition of Cambridge Virtual Academy and programs such as Dual Enrollment and eLearning, it is necessary to update the policy language to include options for concurrent enrollment.

Current Consideration:
It is recommended that the Board of Trustees review the revised policy language to the Transfers-Intradistrict (8535.5R) regulation to include the addition of Concurrent Enrollment. Under Concurrent Enrollment, a student may enroll in another District junior high or high school for sound educational purposes while maintaining enrollment at the student's assigned resident school or independent study program. Concurrent enrollment allows a student to enroll in up to two courses in another school or program. The purpose is to allow access to a variety of instructional environments to best meet the needs of the student.

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 the updates to 8535.5R. **[EXHIBIT XX]**

11.33 ***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, and 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 Ball Junior High School staff who were previously trained in the Capturing Kids' Hearts training. Services will be provided for up to 60 staff members in each session. The session will be scheduled on August 9, 2021.

Budget Implication:
The total cost for the five sessions is not to exceed $4,000. (Site LCFF Funds)

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

11.34 ***Educational Consulting Agreement, Illumination Institute***

Background Information:
Illumination Institute is a nonprofit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. The institute was founded to help make mindfulness practices accessible to everyone, with a long-term vision of improving people's happiness and overall well-being. The institute has developed open-sourced, simple, and practical mindfulness exercises designed to benefit people of all ages and backgrounds.

Current Consideration:
Illumination Institute will provide professional learning and instructional resources for teachers, administrators, parents, students, and staff throughout the District. The training addresses: how to help students discover self-control, self-awareness, and respect; how to promote good self-esteem and self-confidence; as well as how to nurture the socioemotional skills that students need to be successful in post-secondary college and career settings. In addition, online resources will be provided for teachers, staff, students, and parents. Services will be provided June 18, 2021, through June 30, 2022.

Budget Implication:
The total cost for these services is not to exceed $93,500. (Expanded Learning Opportunity Grant Funds)

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

11.35 ***Educational Consulting Agreement, TeachFX***

Background Information:
TeachFX is an organization that provides consultative and professional learning services to districts and does so leveraging the TeachFX software tool the organization has developed. The TeachFX software is a reflective instruction tool that is designed to allow teachers to see evidence of and track progress toward the realization of classrooms that exhibit the 5Cs of collaboration, communication, creativity, critical thinking, and compassion and character.

Current Consideration:
TeachFX has been working with the District since 2018 on promoting the 5Cs in teachers' instructional practice through TeachFX software, professional learning, and strategic planning. TeachFX and the District's goal with this partnership is to help all the District's educators fulfill the 5Cs in instruction measured in part by achieving 30 percent student oral discourse in class. This is driven by a theory of change that better student engagement and more student-centered instruction are the key building blocks to creating collaborative classroom environments that promote communication, creativity, critical thinking, as well as character and compassion within students. TeachFX and the District mutually seek to empower teachers to measure and make progress on student engagement and student talk in their classrooms, in order to track progress toward the District's goal of increasing oral discourse, particularly for English learner students, to 30 percent of class time. In addition, TeachFX will provide professional learning for schools and Cabinet. Services will be provided July 1, 2021, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $660,000. (Expanded Learning Opportunity Grant and LCFF Funds)

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

11.36 ***Collaboration Agreement, Whitaker Peace & Development Initiative (WPDI)***

Background Information:
Whitaker Peace & Development Initiative (WPDI) is a nonprofit organization founded by Forest Whitaker to support his humanitarian work aimed at helping societies transform into safer and more productive communities. WPDI firmly believes in the power of education to stop and peacefully resolve school-based violence, and to create the conditions necessary to enhance social and emotional learning of students. WPDI gives junior high school students and educators the skills they need to be able to identify conflict in their lives and respond in a positive way.

Current Consideration:
WPDI will deliver a three-day trainer of trainers summer workshop at Walker Junior High School for all site-level staff, as well as monthly professional development trainings for teachers and peer mediation training for students. The peer mediation training will entail a 12-hour initial training for students and counselors, as well as 2-hours of monthly training. WPDI will provide the educational materials needed to conduct these sessions. Services will be provided between July 1, 2021, through June 30, 2024. The 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 BBB]**

11.37 ***Agreements, North Orange County Community College District (NOCCCD), College and Career Access Pathways (CCAP), Dual Enrollment Partnerships, Cypress College and Fullerton College***

Background Information:
NOCCCD has offered concurrent enrollment at all AUHSD high school schools since the fall of the 2017-18 year. Since then, NOCCCD and the District have entered into College and Career Access Pathways (CCAP) agreements 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 and beyond. Students who complete a dual enrollment course receive both high school and college credit. With dual enrollment, the college course is recorded on both the student's high school transcript and college transcript.

Current Consideration:
This updated CCAP agreement is a three-year term, offering Fall, Spring, and Summer sessions. NOCCCD, through Cypress College and Fullerton College, will offer dual enrollment courses at the following schools: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Polaris, Savanna, and Western high schools, as well as Oxford Academy and Cambridge Virtual Academy. The colleges provide a college instructor for each course. The District provides the facility for each course and is responsible for the purchase of the instructional materials for each course. Services will be provided July 1, 2021, through June 30, 2024.

Budget Implication:
The District is responsible for the purchase of instructional materials, per course offered, which varies in price.

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

11.38 ***WELNET Service Agreement, Focused Fitness, LLC***

Background Information:
Focused Fitness provided training to the District physical education (P.E.) teachers during the three years of the Physical Education Program (PEP) grant from 2008 through 2011. During this time, Focused Fitness worked with the P.E. teachers in developing quality physical education lessons and a Districtwide curriculum guide. Since the PEP grant, the District has also maintained Focused Fitness' online WELNET software system to support the required State physical fitness testing and has continued to provide professional development for the PE/Health Department consolidation and curriculum alignment.

Current Consideration:
The WELNET online assessment tool records and analyzes individual student physical fitness testing results. To continue the recording and analysis of student physical fitness data, a renewal of the WELNET Service Agreement is needed. Services will be provided July 1, 2021, through June 30, 2022. WELNET will also now integrate with the LMS, eKadence,

which includes a one-time $2,000 integration set-up fee with no increase in the renewal agreement.

Budget Implication:
The total cost is not to exceed $3,500. (LCFF Funds)

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

11.39 ***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 2020-21, teachers provided feedback on applications that will 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:
The District is reviewing Art of Education and other supplemental, educational technology applications during 2021-22 to advocate for standard applications in the school years that follow. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost for these services is not to exceed $15,896. (Title IV Funds)

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

11.40 ***Service Agreement, MakeMusic, Inc***

Background Information:
The District purchased the licensing to the SmartMusic application to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. SmartMusic was used by all instrumental and vocal music teachers, as well as all band, orchestra, and choir students.

Current Consideration:
The District is reviewing SmartMusic and other supplemental, educational technology applications during 2021-22 year to advocate for standard applications in the school years that follow. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost is not to exceed $53,931.97. (Title IV Funds)

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

11.41 ***Service Agreement, GraceNotes LLC***

Background Information:
The District purchased the licensing to the Sight Reading Factory application to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. Sight Reading Factory was used by teachers to generate standards-based musical notation assignments to promote musical literacy.

Current Consideration:
The District is reviewing Sight Reading Factory and other supplemental, educational technology applications during 2021-22 year to advocate for standard applications in the school years that follow. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost is not to exceed $5,060. (Title IV Funds)

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

11.42 ***Indemnification Agreement, Rolls-Royce High Temperature Composite Inc. (Rolls-Royce)***

Background Information:
Rolls-Royce is interested in creating a partnership with the District's Anaheim Innovative Mentoring Experience (AIME) program. Rolls-Royce has been in existence for over one hundred years. Their vision is to pioneer cutting-edge technologies that deliver the cleanest, safest, and most competitive solutions to meet our planet's vital power needs. In 2016, Rolls-Royce expanded their aerospace research center facility in Cypress, California. It is dedicated to research and development of ceramic matrix composite (CMC) materials and processes for use in the next generation aircraft engine components.

Current Consideration:
Rolls-Royce High Temperature Composite Production Center in Cypress, California, will continue serving as an AIME partner for the summer internship program. Selected students will be assigned a Rolls-Royce professional to shadow for the six-week summer program. This agreement details the roles of the District and Rolls-Royce to ensure students have a successful experience. Services will be provided during the 2021 AIME Summer Internship Program.

Budget Implication:
There is no impact to the budget.

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

11.43 ***Amendment, Consulting Agreement, Experience Inc.***

Background Information:
Experience Inc. provides virtual externship experiences to students to inspire them to excel in their educational and career goals. The externships are multiple-day industry deep dives

providing students the ability to try out different career paths to find their fit. In December of 2020, Experience Inc. provided a cybersecurity externship program to students at Magnolia High School and Dale Junior High School.

Current Consideration:
The District would like to amend the existing consulting agreement with Experience Inc. to offer summer externship opportunities focused on cybersecurity, video game development, entrepreneurship, and technology fundamentals to a total of 80 students (20 students per program). These programs will be offered through AIME (Anaheim's Innovative Mentoring Experience) to complement the available internship and work-based learning experiences currently being offered. All other terms of the agreement remain intact.

Budget Implication:
The existing consulting agreement will increase in the amount of $31,923, bringing the total fee for the consulting agreement to $48,368. (Expanded Learning Opportunity Grant Funds)

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

11.44 ***Agreement, Network Support and Cybersecurity Services, Orange County Superintendent of Schools (OCDE)***

Background Information:
OCDE provides a variety of services to the District, including cybersecurity services, data circuit network management, router maintenance, data circuit charges, email archiving storage, and email archiving management. Services are related to OCDE's role as the District's internet service provider (ISP) and email retention storage provider.

Current Consideration:
Intranet and cybersecurity services will be provided through the Orange County Superintendent of Schools. Network services consist of OCDE support for payroll, financial, human resources, imaging, cloud storage, as well as time and attendance. Cybersecurity services consist of security awareness training, security assessments, security program road mapping, security program document development, vulnerability assessments, and security testing. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for this service is not to exceed $12,600. (General Fund)

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

11.45 ***Internet Access Agreement #51410, Orange County Department of Education (OCDE)***

Background Information:
The District currently participates in a consortium, via Letter of Agency (LOA), which allows the Corporation for Education Network Initiatives in California (CENIC) to act as the District's internet service provider (ISP), at no cost to the District. CENIC operates the statewide California Research and Education Network (CaLREN) network that links schools, district offices, county offices of education, as well as colleges and universities together. The California K-12 high speed network facilitates the participation of nearly 9,000 K-12 entities in CaLREN and receives state funding, as well as E-rate and California

Teleconnect Fund monies, to support the network. OCDE also provides network services as a conduit from AUHSD, through OCDE to CENIC. The original agreement was approved by the OCDE Board of Trustees at their March 11, 2014, meeting.

Current Consideration:
Internet services would be provided by Orange County Superintendent of Schools to the District, up to 10 gigabits per second (gbps), at no cost in the event CENIC is not funded. The contingency services cover July 1, 2021, through June 30, 2022.

Budget Implication:
There is no impact to the budget.

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

11.46 ***Agreement, Interactive Educational Services, Inc., Cyberschool***

Background Information:
The District has used Interactive Educational Services' (IES) Cyberschool content management system for several years for school web sites. Last year, the District web site was incorporated into website portfolio. There was also a project to update the appearance of all sites to provide a consistent, streamlined interface.

Current Consideration:
The District's use of Cyberschool enables staff to efficiently keep more than 7,000 web pages updated across all our sites. Departments are set up to organize content by function. Our webmaster has provided school identified school and District staff access to update content. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for this service is not to exceed $13,984. (General Fund)

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

11.47 ***Agreement, Orange County Department of Education (OCDE), School-based Medi-Cal Administrative Activities (SMAA)***

Background Information:
The goal of School-based Medi-Cal Administrative Activities (SMAA) is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and families, where appropriate. The District is reimbursed for providing some Medi-Cal eligible services to Medi-Cal eligible students. To receive reimbursement for these services, the California Welfare and institution Code Section 14132.47(c)(1) requires that the Department of Health Services enter an agreement with the Local Educational Consortium to administer the program. The Orange County Department of Education serves as the Local Educational Consortium on behalf of all Orange County school districts.

Current Consideration:
The SMAA Participation Agreement effectuates reimbursement to local education agencies for Medi-Cal eligible services. The Orange County Department of Education will administer

the SMAA program for our District. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The District will pay the Orange County Superintendent of Schools a fee not to exceed a five percent quarterly claim of the state participation fee. (Medi-Cal Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the SMAA Participation Agreement. **[EXHIBIT MMM]**

11.48 ***Cooperative Agreement, The Regents of the University of California, The Puente Project***

Background Information:
The Puente Project works in partnership with 6 middle schools, 38 high schools, and 65 community colleges to provide a seamless transition for high school students to post-secondary institutions, earn college degrees, as well as return to the community as mentors and leaders to future generations. Puente staff train middle school, high school, and community college instructors, as well as counselors to implement a program of rigorous instruction, focused academic counseling, and mentoring by members of the community. Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools currently participate in the Puente Program along with Orangeview and South junior high schools.

Current Consideration:
Sycamore and Dale junior high schools will begin to participate in the Puente program for the 2021-22 year, this agreement includes Expansion and Program Implementation training and support. Training and ongoing professional development for the High School Program will be provided at no additional cost to the District. Services will be provided June 18, 2021, through June 30, 2025. The agreement will be signed following Board approval.

Budget Implication:
The total cost for these services are $20,000 for the 2021-22 year, and $25,000 per year for fiscal years 2022-23, 2023-24, and 2024-25. In addition, each participating school will budget $5,000 per year, to support site-based activities, as required in the agreement. (LCFF Funds)

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

11.49 ***Amendment, Grant Award, California's Adolescent Literacy Initiative***

Background Information:
The CALI Reads project is a U.S. Department of Education State Personnel Development Grant administered through the California Department of Education (CDE), Special Education Division, in partnership with the Napa County of Education (COE). The CALI Reads project will span five years: Spring 2019 through 2022-23.

Current Consideration:
This is an amendment for the 2020-21 year. An increase in the CALI Reads project budget of up to $30,000 has been granted. All other terms and conditions remain intact.

Budget Implication:
The District will receive funds, goods, and services in the amount of $680,000, over the term of the grant to fulfill the proposed scope of work and responsibilities associated with the grant.

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

11.50 ***Agreement, Rosetta Stone***

Background Information:
Twenty percent of the District State population is composed of English Learners. It has over 250 newcomer students (students who have been in the country 12 months or less). In order to provide greater support to the newcomers students, the District provides a license to each one for home and school use.

Current Consideration:
Rosetta Stone offers online access to an e-Learning solution designed for beginner to intermediate English Learner students to build fundamental language skills. Their structure engages students by developing skills through a predefined sequence and method using sounds, images, and text to help students acquire English. This multiple year service will be provided September 20, 2021, through September 20, 2023.

Budget Implication:
The total cost for these services is not to exceed $57,420. (Title III Funds)

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

11.51 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected books for AP environmental science. The books have been made available for public view.

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

11.52 ***Instructional Membership, College Board***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the membership with College Board for the 2020-21 year, at an amount not to exceed $400. (General Fund)

11.53 ***California Interscholastic Federation (CIF) League 2021-22 List***

Background Information:
CIF is the governing body for high school sports in the state of California. Every year, CIF requires school districts to submit a list of principals as designated representatives to CIF leagues.

Current Consideration:
This yearly action is required of all governing boards by Education Code Section 33353(a)(1), and is due to the CIF administrative offices by July 1, 2021. Designated board

representatives to CIF leagues are the only individuals that will be voting on issues at league and section levels, which impact high school athletics. Without this action, CIF is required to suspend voting privileges for the affected schools.

Budget Implication:
There is no impact to the budget.

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

11.54 ***Individual Service Contracts***

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

HUMAN RESOURCES

11.55 ***Agreement, Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC***

Background Information:
Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, since 2005.

Current Consideration:
Services will be provided July 1, 2021, through June 30, 2022, on an as-needed basis.

Budget Implication:
The total cost of this agreement is not to exceed $50,000. (General Fund)

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

11.56 ***Agreement, Monjaras and Wismeyer Group, Inc.***

Background Information:
The District's Human Resources Division is mandated by law, including the American Disabilities Act (ADA), to ensure the rights of employees and the District when health, or medical issues affect an employee's work and may lead to accommodations. Monjaras and Wismeyer Group, Inc. perform essential functions that require critical knowledge and expertise in specific areas, including accommodation meetings, job analysis, return-to-work programs, as well as other specialized functions. The District has had an agreement in place with Monjaras and Wismeyer Group, Inc. since 2011.

Current Consideration:
The agreement provides services July 1, 2021, through June 30, 2022. The services are typically related to employee accommodations and return-to-work agreements.

Budget Implication:
Services will be provided on an as-needed basis at a cost not to exceed $10,000. (General Fund)

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

11.57 ***Agreement, Parker & Covert, LLP***

Background Information:
Parker & Covert, LLP provide specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Parker & Covert, LLP specialize in employment law, personnel, negotiations, and labor relations. The District has had an agreement in place with Parker & Cover, LLP, since 2011.

Current Consideration:
Services will be provided July 1, 2021, through June 30, 2023, on an as-needed basis.

Budget Implication:
The total cost of the two-year agreement is not to exceed $275,000. (General Fund)

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

11.58 ***Agreement, Atkinson, Andelson, Loya, Rudd & Romo, PC***

Background Information:
Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR) provides legal services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at AALRR specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with AALRR, since 2018.

Current Consideration:
This agreement is for legal services related to Human Resources. Services will be provided July 1, 2021, through June 30, 2022, on an as-needed basis. The agreement will be signed following Board approval.

Budget Implication:
The total cost is not to exceed $215,000. (General Fund)

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

11.59 ***2020-21 and 2021-22 Salary Schedules***

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

Current Consideration:
Adopt modifications to the salary schedules for the American Federation of State, County, and Municipal Employees (AFSCME), the California School Employees Association (CSEA), the Mid-Managers Association (MMA), Confidential Employees, Classified Management, and Classified Administration.

The proposed modifications include negotiated salary range increases and the inclusion of new classifications (Technology Systems Technician II for AFSCME; College & Career Readiness Specialist, Contact Tracer (Temporary), and Health Screener (Temporary) for CSEA; Executive Director of Fiscal Services for Classified Administration).

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 later with subsequent Board action for specific individuals.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the salary schedules for AFSCME, CSEA, MMA, Confidential Employees, Classified Management, and Classified Administration as submitted. **[EXHIBIT XXX]**

11.60 ***Agreements, Brandman University Supervised Fieldwork and Supervised Internship***

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. This agreement provides the opportunity for Brandman University students to provide supervised support services for the District.

Current Consideration:
University students will meet with District clinical supervisors at the intern's assigned school site. This agreement provides opportunities for the student to observe, participate, as well as assist in the District's counseling and guidance, psychology, and teaching programs. Clinical supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective July 1, 2021, through July 1, 2024. Due to the university's policy for entering into agreements, the 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. **[EXHIBITS YYY and ZZZ]**

11.61 ***Agreement Amendment, Leadership Education for AUHSD (LEAD) Action Research Grant***

Background Information:
On October 15, 2020, the Board of Trustees approved an agreement between the Anaheim Union High School District and California State University, Fullerton.

Current Consideration:
This amendment cancels that agreement due to the inability to complete the identified services due to the COVID-19 pandemic.

Budget Implication:
There is no impact to the budget.

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

11.62 ***2020-21 Williams Settlement Legislation Review Report***

Background Information:
The Orange County Department of Education (OCDE) conducts a semi-annual review of decile 1-3 schools based on the 2012 Academic Performance Index and school sites participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements. This process is conducted in addition to the District's submission of Williams Uniform Complaints reports, which summarize all complaints relative to the sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

Current Consideration:
According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publicly shared with the Board of Trustees. The reports, as provided, indicate any deficiencies during 2020-21 year, which were reported to school administrators for remediation.

Budget Implication:
There is no impact to the budget.

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 report. **[EXHIBIT BBBB]**

11.63 ***Certificated Personnel Report***

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

11.64 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

11.65 ***Public Disclosure of Superintendent's Employment Agreement***

Background Information:
On May 6, 2021, the Board of Trustees approved the addendum to the employment agreement for Michael B. Matsuda, Superintendent of the Anaheim Union High School District, extending the agreement by one year and increasing the tax-sheltered annuity in line with the approved increases for employee groups in the District of 3.26 percent retroactive to July 1, 2020.

Current Consideration:
This item is to publicly disclose the superintendent's employment 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 officially receive the employment agreement.
[EXHIBIT EEEE]

11.66 ***Public Disclosure of Employment Agreements with Assistant Superintendents, Chief Academic Officer, and District Counsel***

Background Information:
On May 6, 2021, the Board of Trustees approved the addendum to the employment agreements with the assistant superintendents of Business Services, Educational Services, and Human Resources; the chief academic officer; and District counsel, extending the agreement by one year and a 3.26 percent increase to salary and tax-sheltered annuity retroactive to July 1, 2020, for:

1. Jaron Fried, Ed.D., Assistant Superintendent, Education Services;
2. Manuel Colón, Chief Academic Officer;
3. Brad Jackson, Assistant Superintendent, Human Resources;
4. Karl H. Widell, District Counsel;

and to December 21, 2020, for:

5. Nancy C. Nien, Ph.D., Assistant Superintendent, Business Services

Current Consideration:
This item is to publicly disclose the employment agreement with the Assistant Superintendents, Chief Academic Officer, and District Counsel.

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 employment agreement.
[EXHIBITS FFFF, GGGG, HHHH, IIII, and JJJJ]

11.67 ***Agreement, Dannis Woliver Kelley (DWK)***

Background Information:
Dannis Woliver Kelley (DWK) provides legal services, which are not provided by attorneys at the Orange County Department of Education, including consultation and representation in special education, litigation, and other specialty matters related to COVID-19 school closures and interruptions, as well as other general matters where appropriate. The District has had an agreement in place with DWK since 2020.

Current Consideration:
Services will be provided July 1, 2021, through June 30, 2022, on an as-needed basis.

Budget Implication:
Services will be provided at a cost not to exceed $100,000 per year. (General Fund)

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

11.68 ***Membership, Orange County School Boards Association (OCSBA)***

Background Information:
OCSBA is a professional organization of local school boards and community college boards in Orange County established to serve each other's needs through consolidated action, exchange of information, and programs focusing on public education. OCSBA sponsors three dinner meetings per year, two of which are co-sponsored with the Association of California School Administrators (ACSA), Region VII, featuring relevant speakers from the educational, governmental, and business communities. Additionally, fiscal update meetings are scheduled during the budget cycle.

Current Consideration:
OCSBA membership provides the opportunity to belong to a forum for local school and community college board members to network, exchange information, and participate in educational opportunities focused on topics pertinent to public education.

Budget Implication:
The cost of the membership for the 2021-22 year is not to exceed $250. (General Fund)

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

11.69 ***California School Boards Association (CSBA) Membership***

Background Information:
CSBA is the nonprofit education association representing the elected officials who govern public school districts and county offices of education. A membership-driven organization, 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. The cost is based on the total revenue figures for the District as reported to the California Department of Education.

Current Consideration:
CSBA membership benefits include policy analysis and services, leadership development, and education advocacy.

Budget Implication:
The cost of membership for the 2021-22 year is not to exceed $21,837. (General Fund)

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

11.70 ***California School Boards Association (CSBA), GAMUT Online Policy Services***

Background Information:
The District is a member of CSBA and receives many benefits of membership. CSBA also provides comprehensive guidance regarding school board policies, administrative regulations, by-laws, and procedures. The GAMUT online service provides access to and use of model policies that comply with all state and federal legal requirements. The model policies are continually updated as new laws or mandates are implemented.

Current Consideration:
GAMUT online provides access to all model CSBA policies, regulations, and bylaws for use by the District. This is a renewal of the subscription. Staff suggests that the Board approve renewing this subscription annually until such time that the Board determines the subscription is no longer necessary.

Budget Implication:
The total cost for the 2021-22 year is not to exceed $5,935. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the ongoing subscription to CSBA's GAMUT online service.

11.71 ***Board of Trustees' Meeting Minutes***

11.71.1 April 8, 2021, Regular Meeting **[EXHIBIT LLLL]**
11.71.2 May 6, 2021, Regular Meeting **[EXHIBIT MMMM]**
11.71.3 May 24, 2021, Special Meeting **[EXHIBIT NNNN]**

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

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

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

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

14. **ADVANCE PLANNING**

INFORMATION ITEM

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, June 24, 2021, at 6:00 p.m.

Thursday, July 15
Thursday, August 12
Tuesday, September 14
Thursday, October 14
Thursday, November 18
Tuesday, December 14

14.2 ***Suggested Agenda Items***

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 15, 2021.

EXHIBIT A

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Anaheim Union High School District

CDS Code: 30-66431

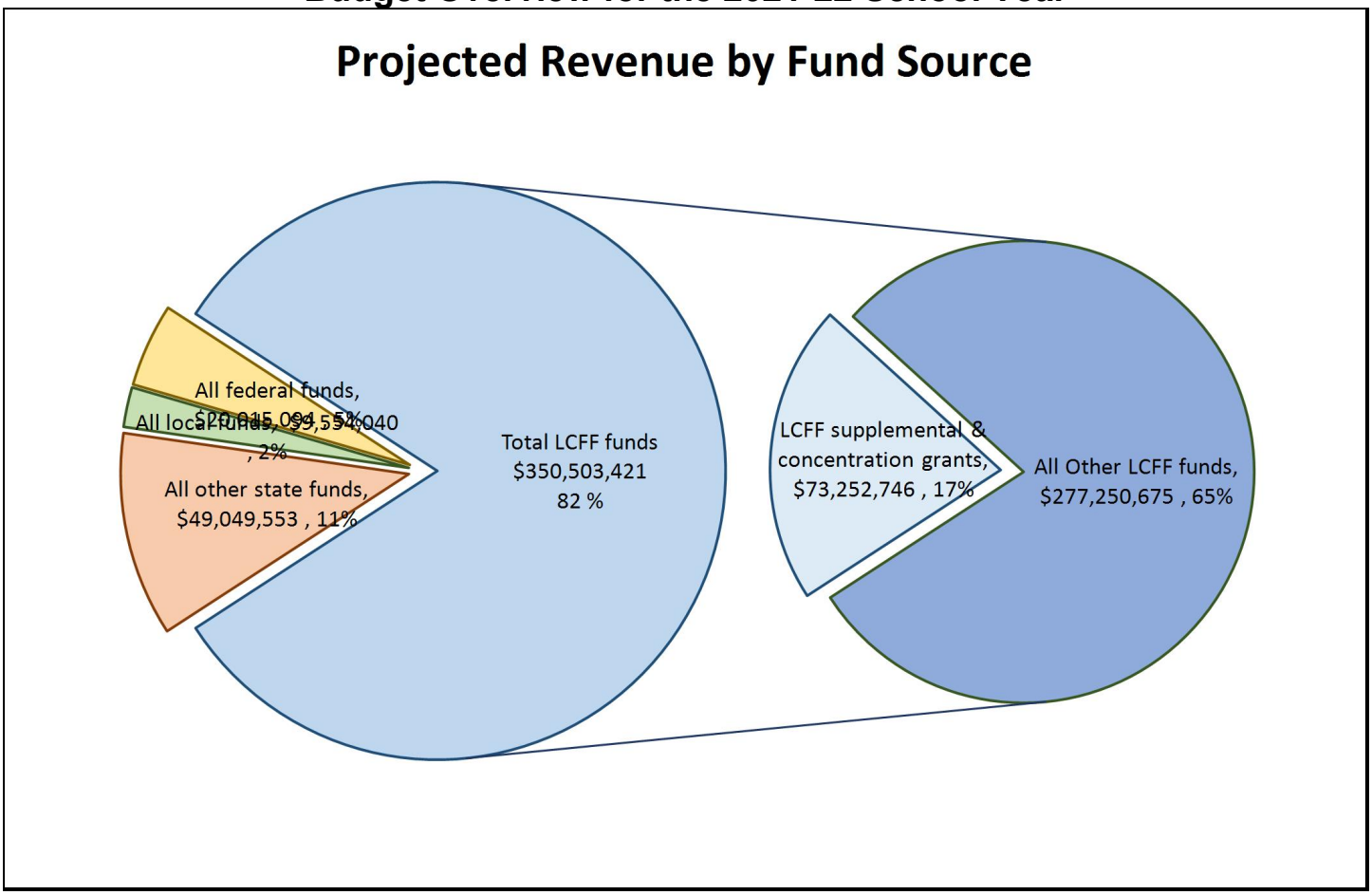
School Year: 2021-22

LEA contact information:

Manuel Colon
Chief Academic Officer
colon_m@auhsd.us
714-999-3579

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2021-22 School Year



This chart shows the total general purpose revenue Anaheim Union High School District expects to receive in the coming year from all sources.

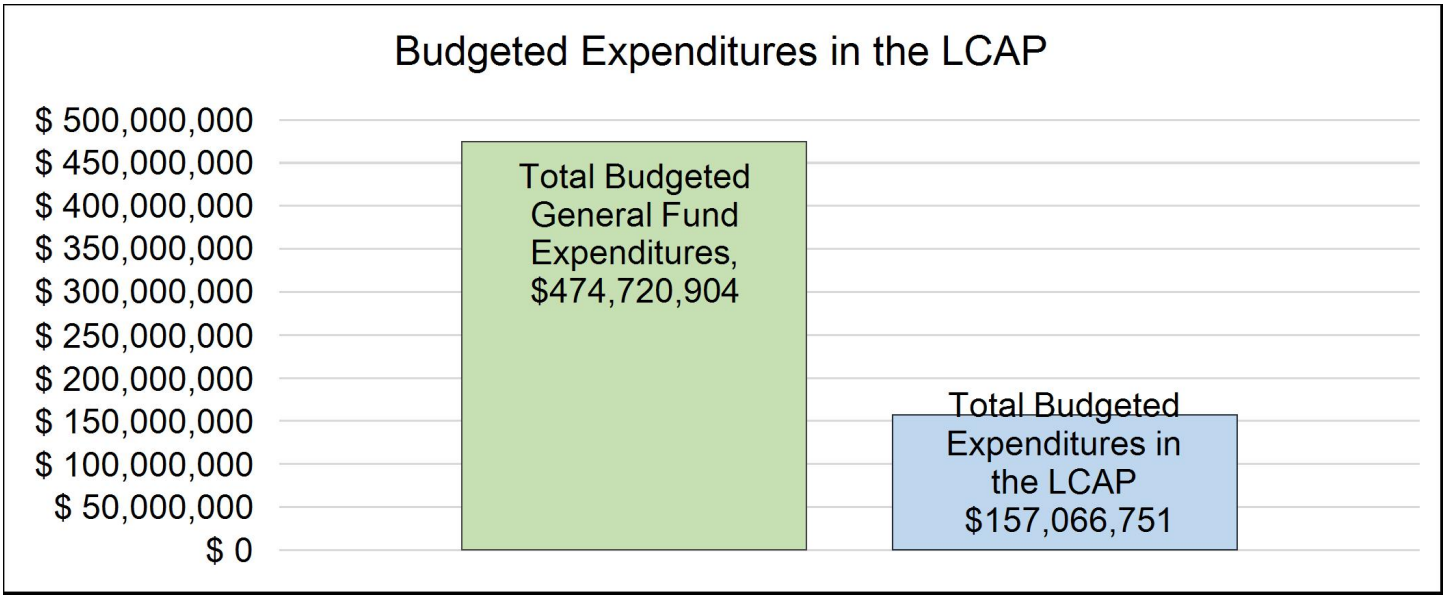
The total revenue projected for Anaheim Union High School District is $429,122,108, of which $350,503,421 is Local Control Funding Formula (LCFF), $49,049,553 is other state funds, $9,554,040 is local funds, and $20,015,094 is federal funds. Of the $350,503,421 in LCFF Funds, $73,252,746 is

generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

EXHIBIT A

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Anaheim Union High School District plans to spend for 2021-22. It shows how much of the total is tied to planned actions and services in the LCAP.

Anaheim Union High School District plans to spend $474,720,904 for the 2021-22 school year. Of that amount, $157,066,751 is tied to actions/services in the LCAP and $317,654,153 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

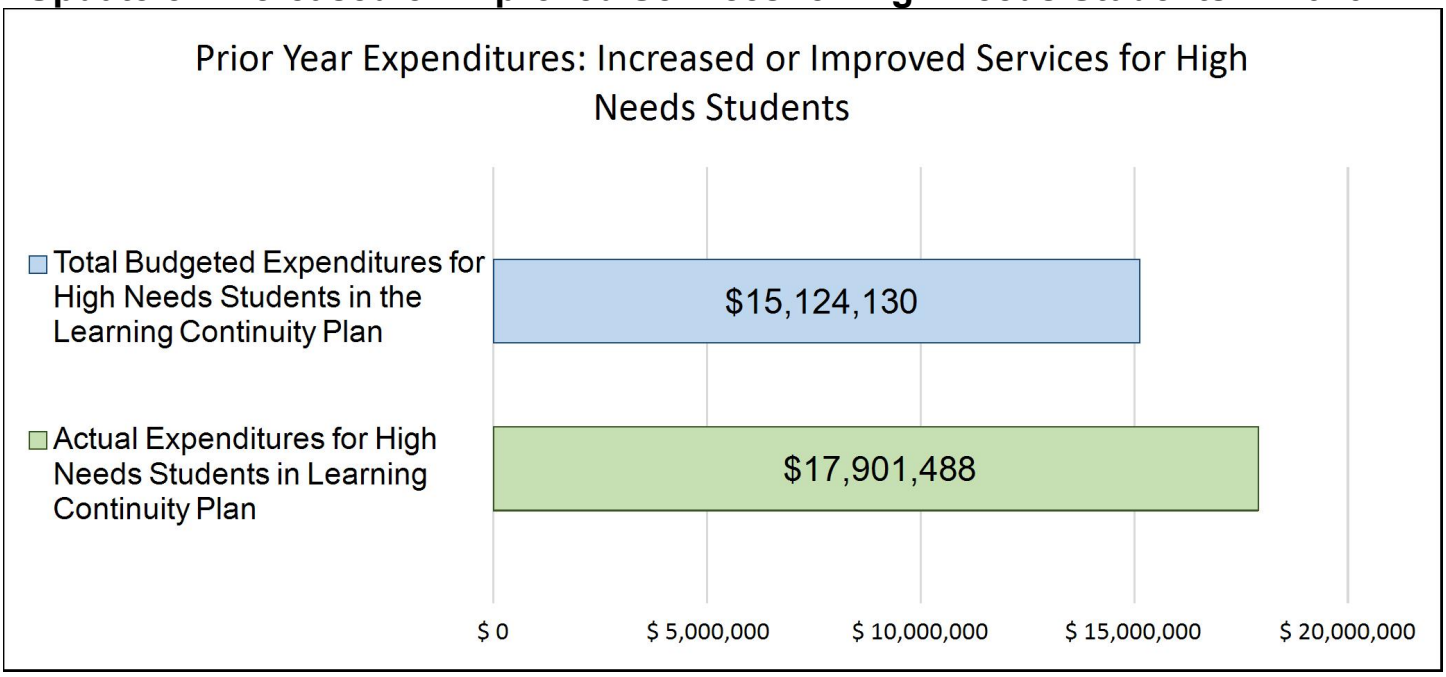
Base funding for salaries and benefits are not included in the LCAP. District expenditures from maintenance projects, and bond projects are not included in the LCAP

Increased or Improved Services for High Needs Students in the LCAP for the 2021-22 School Year

In 2021-22, Anaheim Union High School District is projecting it will receive $73,252,746 based on the enrollment of foster youth, English learner, and low-income students. Anaheim Union High School District must describe how it intends to increase or improve services for high needs students in the LCAP. Anaheim Union High School District plans to spend $79,130,751 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2020-21



This chart compares what Anaheim Union High School District budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Anaheim Union High School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020-21, Anaheim Union High School District's Learning Continuity Plan budgeted $15,124,130 for planned actions to increase or improve services for high needs students. Anaheim Union High School District actually spent $17,901,488 for actions to increase or improve services for high needs students in 2020-21.

California Department of Education
January 2021

Annual Update for Developing the 2021-22 Local Control and Accountability Plan

Annual Update for the 2019–20 Local Control and Accountability Plan Year

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Anaheim Union High School District	Manuel Colon Chief Academic Officer	colon_m@auhsd.us 714-999-3579

The following is the local educational agency's (LEA's) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

Goal 1

All students will demonstrate college, career, and life readiness, and success through implementation of the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1–Basic (Conditions of Learning)

Priority 2–Implementation of State Standards (Conditions of Learning)

Priority 4–Pupil Achievement (Pupil Outcomes)

Priority 5–Pupil Engagement (Engagement)

Priority 7–Course Access (Conditions of Learning)

Priority 8–Other Pupil Outcomes (Pupil Outcomes)

Local priorities are indicated through the actions listed in the LCAP, and State Priorities 3 and 6 are not explicitly addressed in Goal 1.

Annual Measurable Outcomes

Expected	Actual
Metric: SARC/Williams Reporting: Teacher Credentials And Subject Matter Authorizations Growth Target: Less than 3% of AUHSD teachers will be ineffective/misassigned, out-of-field, or inexperienced teachers.	.73% of teachers are considered ineffective/misassigned, out-of-field, or inexperienced teachers.
SARC/Williams Reporting: English Learner (EL) Authorization Growth Target: 100% of teachers have EL authorization.	99.92% of teachers have EL authorization
SARC/Williams Reporting: Instructional Materials Maintain sufficient access to standards-aligned instructional materials for all pupils, and 100% compliance with Williams' instructional materials requirements have been maintained.	Students have access to standards-aligned materials. There are no findings related to Williams.
Implementation Of State Academic Standards Maintain instructional design and delivery that is aligned with all California State Standards, including Common Core State Standards (CCSS), ELD standards, and all other state adopted standards.	Instructional design and delivery is aligned to standards.
California Assessment Of Student Performance And Progress (CAASPP) English Language Arts (ELA) Assessment Results Growth Target: In 2018-19, 50% of students meeting or exceeding standard.	This metric is not applicable as CAASPP was not administered in the 2019-20 year.
California Assessment Of Student Performance And Progress (CAASPP) Math Assessment Results Growth Target: In 2018-19, 30% of students meeting or exceeding standard.	This metric is not applicable as CAASPP was not administered in the 2019-20 year.
A-G Completion Rates: All Students Growth Target: Increase to 41% in 2018-19	A-G completion was 52.8% districtwide

Expected	Actual
A-G Completion Rates: Low Income Pupils Growth Target: Increase to 37% in 2018-19	A-G completion was 47.9% for low-income pupils
A-G Completion Rates: English Learners (EL) Growth Target: Increase to 10% in 2018-19	A-G completion was 27% for English learners
Graduation Rate: District-Wide Growth Target: Increase to 89% in 2018-19	Graduation rate was 92.3% districtwide
Graduation Rate: EL Growth Target: Increase to 78% in 2018-19	Graduation rate was 83.4% for English learners
Graduation Rate: Students With Disabilities (SWD) Growth Target: Increase to 79% in 2018-19	Graduation rate was 74.7% for students with disabilities
Advanced Placement (AP) Participation Rate Growth Target: Increase to 19% in 2018-19	AP participation rate was 18%
Advanced Placement (AP) Exam Pass Rate Growth Target: Increase to 58% in 2018-19	AP exam pass rate was 66.9%
Early Assessment Program (EAP) ELA Results Growth Target: Increase to 25% in 2018-19	This metric is not applicable as CAASPP was not administered in the 2019-20 year.
Early Assessment Program (EAP) Mathematics Results Growth Target: Increase to 13% in 2018-19	This metric is not applicable as CAASPP was not administered in the 2019-20 year.
El Progress And Proficiency Report: Making Annual Progress Growth Target: Increase to 61% in 2018-19	This metric is not applicable as ELPAC was not administered in the 2019-20 year.
Percentage Of ELs Reclassifying/ Redesignating To Fluent English Proficient Growth Target: Increase to 13% in 2018-19	Reclassification rate was 7.3%.
Course Access And Other Pupil Outcomes: Enrollment In Visual And Performing Arts (VAPA) Maintain current enrollment percentages Enrollment In Visual And Performing Arts (VAPA) 62%	51% of students were enrolled in a VAPA course

Expected	Actual
Course Access And Other Pupil Outcomes: Enrollment In Career Technical Education (CTE) Maintain current enrollment percentages In Career Technical Education (CTE) 37%	38% of students were enrolled in a CTE course
Course Access And Other Pupil Outcomes: Enrollment In World Languages Maintain current enrollment percentages In World Languages 40%	44% of students were enrolled in a world language course

Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Provide ongoing professional learning/training to support highly qualified teachers, support staff, and administrators to ensure successful implementation of all state standards and instruction focused on the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion)	$9,328,000	$6,929,598
Align instructional design and delivery with state adopted standards to support development of literacy and mathematical skills.	$687,000	$372,264
Provide sufficient instructional materials that are aligned with current California State Standards, including Common Core State Standards (CCSS), English Language Development (ELD) Standards, Next Generation Science Standards (NGSS), and all other state adopted standards and frameworks.	$6,428,000	$4,424,687
Students and staff have access to a broad range of sustainable technological resources to support the development of the 5 C’s.	$2,811,000	$207,484
Expand and refine systems that utilize multiple forms of assessment to effectively place students, design interventions, monitor student progress, and ensure access to challenging courses of study.	$472,000	$556,297

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Refine school scheduling structures and/or provide scheduling options for students to access broader courses of study, such as access to Science, Technology, Engineering, Arts, and Mathematics (STEAM), Visual and Performing Arts (VAPA), Career Technical Education (CTE), and World Languages.	$31,062,000	$17,568,231
Improve placement, instructional practices, and monitoring of English Learners (EL) to increase academic and social success.	$3,213,000	$2,326,781
Expand academic programs that develop biliteracy.	$1,377,000	$1,549,949
Implement a multi-tiered system of supports (MTSS) that provides increased/expanded services to meet student learning needs.	$4,702,500	$4,931,181
Improve placement, instructional practices, and monitoring of Students With Disabilities (SWD) to increase academic and social success.	$62,005,000	$57,250,430
Create post-secondary transition and support opportunities for students that build college and career readiness skills.	$488,000	$548,776

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All planned actions and services were implemented to some degree despite the effects of COVID-19 and the pandemic. Two areas that were most significantly impacted were professional development and technology. The funds planned for activities that would have happened from March to June of 2020 were reallocated to help distribute food and basic need items for students and families.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The successes for the implementation of goal one must be looked at in two periods; before school dismissal and after.

Prior to school dismissal:

Professional learning focused on the implementation of the 5 Cs. Schools developed and strengthened activities and projects that integrated these skills. Additionally, sites further implemented civic engagement practices as demonstrated by 14 schools receiving Civic Learning awards. Savanna High school and South Junior High received the Civic Learning Award of Excellence which is the highest honor given in the state.

Junior high math lab teachers provided in-classroom examples of implementation of the mathematical practice standards and engaged with colleagues in discussions about how to further these practices.

Social science adopted new texts for United States history.

Dual enrollment classes continued to expand, offering students the opportunity to earn college credit.

Exclusive pathways were highlighted at each feeder pattern. This led to strengthening existing courses, developing new courses and communicating these opportunities to stakeholders.

English learner site teams, under the direction of the English learner taskforce, identified site practices that assisted students and ones that were barriers. A focus on oral language development led to the introduction of a new tool which helped teachers measure the amount of teacher and student talk during class.

The expansion of dual language immersion with Vietnamese began at Dale and Magnolia.

SWD site teams, under the direction of the SWD taskforce, identified site practices that assisted students and ones that were barriers.

The Anaheim Collaborative celebrated the success of students applying to UCI. The AIME program continued to expand, including developing a partnership with the Disney resort to support student internships.

After school dismissal:

Once the pandemic began, the focus shifted immediately to transitioning to online learning. Professional development for teachers became critical. Identifying essential skills for during distance learning because the focus.

Goal 2

Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority #3–Parental Involvement (Conditions of Learning)

Local priorities are indicated through the actions listed in the LCAP, and State Priorities 1, 2, 4, 5, 6 and 7 are not explicitly addressed in Goal 2.

Annual Measurable Outcomes

Expected	Actual
LCAP Parent Survey Growth Target: Increase LCAP Parent Survey to 3,054 parent responses (May 2019-20)	3,006 parents completed the LCAP survey
Blackboard Connect Parent Voicemail Contacts 11,001,576 voicemails (Maintain similar number of voicemail contacts in 2019-20	8,797,381 phone messages successfully delivered
Aeries Parent Email Contacts 14,784,228 emails (Maintain similar number of voicemail contacts in 2019-20)	11,939,797 emails successfully delivered
Parent Leadership Academy Participation Growth Target: Increase Parent Leadership Academy participation to 472 in 2019-20	517 parents participated in Parent Leadership Academy

Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Improve and expand support structures for parents that strengthen understanding of rigorous courses of study, skills developed in school, and the skills needed to successfully compete in post-secondary educational programs and in the workforce.	$62,500	$96,906

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Provide additional qualified personnel to schools to support the needs of Newcomer English Learners (EL), Long-Term English Learners (LTEL), Redesignated Fluent English Proficient (RFEP) students, and/or Initially Fluent English Proficient (IFEP) students and their families.	$1,708,800	$1,538,907
Expand and/or improve parent involvement services for Students With Disabilities (SWD).	$5,000	$31,477
Increase engagement, communication and support for parents by establishing, expanding, or refining resources that are available at all schools.	$572,000	$653,015

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All planned actions and services were implemented to some degree despite the effects of COVID-19 and the pandemic. The primary area affected was the delivery of parent programs in the last portion of the year. The funds planned for activities that would have happened from March to June of 2020 were reallocated to help distribute food and basic need items for students and families.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The successes for the implementation of goal two must be looked at in two periods; before school dismissal and after.

Prior to school dismissal:

Parent education programs, like Parent Leadership Academy and the Parent Conference, continued to build the leadership and capacity of district families.

The addition of two community school coordinators, thanks to grant funding, allowed for the development of a community school model to serve two campuses.

Parent and community stakeholder engagement in the LCAP process continued to be robust. An additional meeting was added to preview the process for stakeholders new to the LCAP engagement process. This onboarding of District information and the necessary documents was added as a result of feedback from the previous year.

After school dismissal:

The closing of schools and reliance on mass messaging systems created barriers for some families. The inability to meet in person during this time limited the effectiveness of certain programs.

Goal 3

Provide and nurture a safe, reflective, responsive, and positive school culture.

State and/or Local Priorities addressed by this goal:

State Priorities:

Priority 1–Basic (Conditions of Learning)

Priority 5–Pupil Engagement (Engagement)

Priority 6– School Climate (Engagement)

Local priorities are indicated through the actions listed in the LCAP, and State Priorities 2, 3, 4 and 7 are not explicitly addressed in Goal 3.

Annual Measurable Outcomes

Expected	Actual
Sarc/Williams Reporting: School] School facilities are maintained and in good repair, as evidenced by 2019-20 Facilities Inspection	All facilities are in good repair as documented by the Facilities Inspection Tool
Facilities Are Properly Maintained Tool (FIT) results, and also reported in 2019 SARCs, that will be published in January 2020.	All facilities are in good repair as documented by the Facilities Inspection Tool
Graduation Rate: District-Wide Growth Target: Increase to 89% in 2018-19	Graduation rate was 92.3% districtwide

Expected	Actual
Graduation Rate: Low-Income Pupils (Lip) Growth Target: Increase to 87% in 2018-19	Graduation rate was 91.3% for low-income pupils
Graduation Rate: El Growth Target: Increase to 78% in 2018-19	Graduation rate was 83.4% for English learners
Graduation Rate: Students With Disabilities (Swd) Growth Target: Increase to 79% in 2018-19	Graduation rate was 74.7% for students with disabilities
Attendance Rate: District-Wide Maintain 96% in 2018-19	The attendance rate was 95.2%
Chronic Absenteeism Rate: District-Wide Growth Target: Maintain 8.3% in 2018-19	Chronic absenteeism was 9.2%
Suspension Rate: District-Wide Maintain 5% suspension rate in 2018-19	Suspension rate was 1.9%
Suspension Rate: El Growth Target: Decrease by 1% to 6% in 2018-19	Suspension rate for English learners was 5%
Suspension Rate: Swd Growth Target: Decrease by 1% to 7% in 2018-19	Suspension rate for students with disabilities was 3.4%
Expulsion Rate: District-Wide Maintain expulsion rate of less than 1% in 2018-19	Expulsion rate was .03%
High School Dropout Rate: District-Wide Growth Target: Decrease by .5% to 5% in 2018-19	High School dropout rate was 3.2%
Middle School/Junior High School Dropout Rate: District-Wide] Maintain junior high school dropout rate of less than .05% in 2018-19	The junior high dropout rate was .003%

Actions / Services

Planned Action/Service	Budgeted Expenditures	Actual Expenditures
Refine/improve District systems for identifying and supporting students with significant truancy issues.	$4,098,000	$1,525,593
Every school implements multi-tiered academic and behavioral support systems, aka multi-tiered system of supports (MTSS), that includes increased support of mental health resources and services, which are designed to reduce inappropriate behavior, student suspensions, and improve student learning	$3,700,500	$4,281,087
Effectively monitor student academic progress and implement support services recommended by American School Counselor Association (ASCA) National Standards.	$1,401,000	$1,196,842
Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.	$9,588,000	$40,800,267
Increase academic and social-emotional support for Foster Youth and McKinney-Vento students.	$119,000	$349,198

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All planned actions and services were implemented to some degree despite the effects of COVID-19 and the pandemic. Two areas that were most significantly impacted were transportation and completion of Measure H projects. The funds planned for activities that would have happened from March to June of 2020 were reallocated to help distribute food and basic need items for students and families.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The successes for the implementation of goal three must be looked at in two periods; before school dismissal and after.

Prior to school dismissal:

Efforts to reduce chronic absenteeism were promising and the implementation of Saturday Academy at school sites was effective. Schools were using this time to help students improve grades and participate in engaging activities.

Mental health supports continued to expand with additional social workers being added.

Student suspension rates continued to fall as schools implemented a number of interventions and worked with staff on how to address behaviors. The District Student Discipline Taskforce developed recommendations for staff. English learners and students with disabilities were suspended less but still greater than the overall population.

Counseling teams continued improving their practices including transcript evaluation, guidance lessons, and support of Pledge activities.

Measure H projects at numerous sites, including Dale Junior High and Magnolia High school continued to make progress.

After school dismissal:

All capital improvement projects were halted until protocols were in place so contractors could safely return to work. Counselors, social workers and psychologists worked to transition to virtual services.

Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency's (LEA's) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

In-Person Instructional Offerings

Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Purchase additional maintenance equipment and supplies to facilitate effective screening practices and disinfecting protocols	$600,000.00	$1,059,516	N
Repurpose staff to evaluate classrooms and ensure physical distancing of furniture	$75,000.00	$67,418	N
Graphic arts costs associated with signage and placards related to COVID-19	$200,000.00	$131,970	N
Purchase and installation of touchless water fountains	$100,000.00	$94,813	N
Outdoor learning areas	$0	$4,469,298	N

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

The substantive difference in relation is this area is the additional costs related to providing outdoor learning spaces. This action was not included in the original Learning Continuity plan. This action was necessary as the District assessed its needs in providing adequate space for instruction. These projects were implemented to allow in-person instruction to occur by the start of the fourth quarter of the school year. The Board of Trustees evaluated the opportunity to return to in-person instruction multiple times over the course of the year with the final determination made on March 4th. At that time, it was determined that COVID-19 conditions would not allow students to return for in-person instruction.

Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

COVID-19 positivity rates remained high in many areas of the District. As a result, in-person instruction was not offered. Small group support with student pods was initiated in the last 8 weeks of school.

Distance Learning Program

Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Purchase of necessary technology devices to ensure that all students and staff can effectively engage in distance learning.	$5,200,000.00	$8,902,443	Y
Purchase and implement a variety of software applications to support effective distance learning instruction including platforms targeted for English learners and students with disabilities.	$1,850,000.00	$1,369,266	Y
Band instruments so every student has their own and does not have to share upon return to in-person instruction	$600,000.00	$780,372	Y
Professional development for all teachers on the National Online Standards and learning management system use	$350,000.00	$350,000	Y
Student art kits	$105,000.00	$235,219	Y
Hiring of Educational Technology Coaches for the year to support use of hardware and software by teachers	$40,000.00	$80,758	Y
Provide mindfulness training for staff and families in order to help address pandemic and distance learning related stress	$186,000.00	$189,085	Y
Additional Support for the Educational Instructional Technology department in order to meet increased demand for services	$150,000.00	$166,420	Y
Staff oversite of COVID-19 project based learning across District	$5,000.00	$93,055	Y

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

The need to provide devices and internet access for students was clear from the initial survey the District conducted to determine needs. As the start of school neared, additional needs were identified as families adjusted to the realities of distance learning. The costs associated with this activity exceeded initial expectations.

Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

Continuity of Instruction

The District established a full distance learning model that was implemented at the beginning of the 2020-21 year which allowed students to maintain access to all their requested courses and requirements in order to meet graduation and college entrance requirements. Full access to the curriculum was ensured by providing equipment such as art kits and musical instruments for students to use during distance learning. Digital tools were also provided to teachers to support creating engaging and interactive lessons.

Initially, three days of synchronous instruction were provided for students. Feedback from teachers and parents resulted in modifying this schedule at the start of the second semester to include 5 days of synchronous instruction. This daily contact with teachers was critical in keeping students engaged.

Access to Devices and Connectivity

The District assessed the need for internet connectivity and device availability multiple times starting in March 2020. The results of these surveys drove the distribution of Chromebooks, laptops and internet hotspots throughout the District. Additionally, school site staff requested devices and internet access for students and families that they interacted with via email, food distribution, and other events.

The Educational Information Technology (EIT) department oversaw the distribution of nearly 15,000 Chromebooks and 7,000 hotspots across all sites in the District. Distribution events were held on schools' campuses and the District office and over 100 separate distribution events were held from April 2020 through the beginning of the 2020-21 year to ensure families and students had adequate opportunities to collect the needed technology.

Pupil Participation and Progress

Teachers created a "Week at a Glance" at the beginning of each week which detailed the assignments, assessments and activities for each course. Teachers used this tool to communicate to students and families the required work for the week. This tool served as the mechanism to measure the time value a student spends for each course.

The 2020-2021 school year began virtually with Mondays, Wednesdays and Fridays as synchronous teaching days. Teachers and students are engaged in live conferencing on these days using Schoology. High school students attended all six courses with class periods 40 minutes in length. Junior high students attended all seven courses with class periods 35 minutes in length. Tuesdays and Thursdays were asynchronous teaching days that included a live check-in during second period with all students.

Feedback from parents, students and teachers during the fall semester lead to a revised schedule for the spring semester. This revised schedule included synchronous learning every day with asynchronous time scheduled in the afternoon Tuesday through Friday. This change at the semester had very positive effects on several areas.

The average class attendance rate improved from 90.2% in the 1st quarter to 96.6% during the third quarter. Student survey results indicated that the change in the schedule increased the level of communication from teachers and improved the level of academic support. 80% of students reported that the new schedule resulted in improvements to class time.

Distance Learning Professional Development

Professional development for instructional staff began in the summer of 2020. District curriculum specialists developed a series of trainings for all staff in preparation for the 2020-21 year. This professional learning focused on the following areas: national online standards, distance learning tools, platforms (Schoology, etc.), programs, virtual teaching strategies, content specific online learning, and social-emotional learning. This consistent training along with the addition of school based technology coaches laid the foundation for distance learning. Additional professional learning support was provided by site professional development teams, department chairs, and 5C Coaches.

One challenge was that staff felt overwhelmed with the addition of numerous educational applications. Site technology coaches supported the implementation of these resources. Differentiating the support for staff was critical to meet the wide range of needs.

The Educational Information Technology department supported technology needs through the coordination of accounts and rostering at the District level. Site technicians supported hardware and software needs as appropriate for teachers.

Staff Roles and Responsibilities

Many staff took on new roles during this time. The District continued to employ all classified and certificated staff members. Bus drivers, campus security aides, and office staff found themselves taking on different roles. This included helping with food distributions, cleaning and disinfecting schools, and serving on home visit teams.

Counseling staff transitioned to virtual guidance lessons, developing surveys to get student input and hosting office hours to answer questions and provide community building opportunities. A virtual college and career fair attended by thousands of students and families highlight these efforts.

Family and community engagement staff working with their site administrators facilitated virtual coffee with the principal, learning walks, Parent Leadership Academy as well as on-site distribution of food and basic supplies.

Support for Pupils with Unique Needs

The District supported English learners by ensuring bilingual instructional aides had access to the Schoology platform. Saturday Language Academy (SALA) for Newcomers was provided at all sites virtually and Saturday Academy for Emergent Bilinguals (EB/LTELs) was also provided. The development of EL success monitoring across the District has led to increased capacity of staff to assist these students as well as helped this group access resources, overcome isolation and be engaged. Many lessons have been learned along the way to refine this practice for the upcoming school year. Over 300 newcomer students all received personal phone calls to ensure they had access to their courses. Tutors were provided at every site to support academic needs as well.

Students with disabilities were provided additional support through use of instructional assistants to facilitate small groups of students to provide extra academic support. Case carriers continued to progress monitor students virtually and after school academic support was provided to those students that are identified as needing this service. Service providers delivered services virtually through use of Google Meets, Schoology or Google Classroom and professional development was given to service providers on providing services through tele-therapy. This virtual delivery method was sometimes challenging as students were not as engaged. The development and delivery of instruction for severely handicapped students has been a highlight of the efforts of the special education staff. Additionally, instructional aides across programs and sites have worked diligently to assist students in class, met with them in small groups and keep students connected to school. Transportation staff delivered work packets and reinforcers as appropriate to the needs of the students. Additional temporary psychologists and speech-language pathologists were hired to assist with service delivery and assessments.

District social workers monitor and serve the needs of foster youth students. Additional social workers have been hired to ensure these students are connected to their school site, engaging in distance learning, and have the appropriate resources.

Family and community engagement specialists (FACES) work with families experiencing homelessness and financial crisis in partnership with school administrators, counselors, social workers, and community partners. Additional community liaisons, counselors and social workers will help provide additional outreach to these students and facilitate connection to community resources.

Pupil Learning Loss

Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Expansion of Saturday Language Academy to support English learners currently enrolled in designated English language development courses. This will allow additional instructional time for these learners.	$50,000.00	$73,200	Y

Progress monitoring of learning continuity and learning loss for ELs/LTELs through hiring of teachers to connect with these students outside of school hours.	$280,000.00	$455,258	Y
Newcomer family and student check-ins through personal phone calls in the target language to ensure access to distance learning and needed resources.	$20,000.00	$26,584	Y
Additional teachers to support credit recovery and extend instructional time for students. Additional staff will target support of Long-Term English Learners and students with disabilities.	$150,000.00	$232,815	Y
Short term counselors to support follow up and outreach for fall semester only. These counselors will target foster youth, 5th year seniors, ELs.	$750,000.00	$842,633	Y
Additional social workers to support mental health needs and address barriers to student learning	$650,000.00	$282,550	Y
Summer programs to provide additional instructional time for students and accelerate credit recovery	$390,000.00	$419,330	Y
8 contracted school psychologists to help with assessments so current staff can better support student's mental health needs (we have over 150 assessments that were not completed at the end of the year.)	$650,000.00	$733,044	Y
6 contracted SLPs to help make up assessments so SLPs can provide tele-therapy	$400,000.00	$500,836	Y
Hiring of college aged tutors to support academic needs of students and assist in closing learning gaps for students	$905,000.00	$539,368	Y
Hire 11th and 12th grade students to serve as academic mentors to 7th to 9th grade students to support engagement in school and connection to academic pathways and AIME programs	$750,000.00	$555,637	Y
Hire Key Concept Instructors to work with students who need additional support to master key concepts in identified subject areas. The intent of this intervention is to deliver instruction on one key concept per week to help bridge achievement gaps for identified students	$52,000.00	$0	Y

Thanksgiving/Winter Break Learning Loss Academic Support provides students an opportunity to work with their teachers and improve low or failing grades	$300,000.00	$0	Y
Give each high and JHS school site's counseling team "150 hours" to conduct "at-risk" counseling after school; Must target EL students and be held after school or on weekends	$150,000.00	$31,666	Y
After school academic tutoring to address compensatory education requests	$122,000.00	$42,194	Y

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

All actions were implemented with the exception of additional academic support during the Thanksgiving and winter breaks and hiring key concept instructors.

Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

Teachers emphasized knowing students by name and need. They intentionally built rapport and community within their virtual classrooms. This was evident from stories, emails and testimonies from students but also reflected in the LCAP student survey. 60% of students stated they felt connected to their school, even during distance learning and 73% reported that they had an adult they could approach if needed, even during distance learning.

Teachers developed lessons that engaged students and provided opportunities to demonstrate learning in new ways. The introduction of new platforms allowed staff to be creative and innovative in reaching students. Evidence of this was seen in a variety of projects, videos, and performance tasks across the district. 81% of students reported that their teachers include activities and lessons that incorporate the 5 Cs.

Schools utilized instructional aides, college tutors, and high school mentors to support student learning inside the classroom and outside of class time.

One of the challenges was that despite these efforts, D and F grades increased at the end of the first semester. The D/F rate had slowly declined over the last four years from 18.8% of all grades to 16.9% of all grades in 2019-20. This number climbed to 28% of all grades at the end of the fall semester.

Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

The District used a tiered approach to supporting social and emotional well-being. All students were supported through promoting well-being. This included mindfulness practices incorporated into classrooms. Counselors and social workers provided classroom presentations. Counselors held group office hours to provide social activities. A mental health screening tool was piloted at two sites, targeting 9th grade students, and the results of that screening are being reviewed to determine feasibility for a larger rollout in the future.

Some students were supported through a process of recognizing psychosocial issues early and responding accordingly based on one's role. Instructional staff, including teachers and aides, noticed issues and referred students to targeted site staff. This included work done by counselors, social workers, and psychologists to assist students experiencing mild issues. Some practices included group meetings, short-term counseling and referral to services. This level of support was taxed, as more and more students experienced anxiety, isolation and depression as the pandemic dragged on.

A small group of students were supported through intervening with services for students have moderate to severe behavioral problems or mental illness. District social workers directly served over 2,000 students and conducted 460 home visits.

Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

Attendance was recorded every day by teachers using the student information system Aeries. This allowed all District staff, including counselors, social workers, administrators and classified staff to access the records for enrolled students. The process for monitoring student engagement included four distinct stages. Teachers recorded attendance each day and automated calls went out each day to families whose student was absent two or more periods. These calls were sent in languages other than English to ensure families understand the messages. This process was similar to what would occur during in-person instruction.

One challenge that emerged was families began ignoring automated calls as the pandemic continued as the amount of communication they were receiving was sometimes overwhelming.

Personal calls were made when student missed an entire day or multiple days of instruction. These calls were made by attendance staff as well as repurposed staff at the sites.

Home visits occurred after two consecutive, non-responsive phone calls and multiple missed days of synchronous instruction. Home visits were conducted by teams of staff from the sites and included campus safety, counselors and administrators. These staff were trained on proper protocols prior to initiating any visits. Thousands of home visits were made district wide to ensure students and families had access to technology and internet. These visits often revealed additional needs and referrals to resources, food distribution, and mental health support were also offered.

The result of all of these efforts in combination with the classroom engagement was that the average class attendance rate improved from 90.2% in the 1st quarter to 96.6% during the third quarter.

Family and community engagement efforts included virtual Parent Leadership Academies, Parent Learning Walks, and coffee with the principal events. Every school offered 25 or more different events throughout the year for parents and families to connect with the school. While some aspects of these evets are difficult to translate to a virtual format, parent attendance and engagement remained extremely high. 50% of parents reported attending a virtual event at their child's school which is significantly higher than when events were in-person. The value of attending these type of events is captured in this reflection from a parent, "This learning walk was a great opportunity to see the work and objectives of each teacher in their classroom and helped me to be able to support and understand more of my students at home. I saw the great job our teachers do in conveying their objectives of the day between explaining a topic, taking a test and keeping students motivated. I will share this experience with other parents so that they can be more informed of the work that the school is doing to support us parents."

District level events included a virtual College and Career fair, numerous COVID Town Halls in different languages, and the LCAP stakeholder engagement process.

Schools and the District coordinated COVID-19 testing at school sites, vaccination clinics, food distributions and care package events that served tens of thousands of families and community members.

Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

During the COVID pandemic and subsequent closure of schools, Food Services has provided meals on a daily basis at most AUHSD and AESD sites for students and the community. Meals have been provided under the umbrella of the Seamless Summer Option which allows School Food Authorities to provide meals, at no cost, to the children and students from age 1 to 18. Because of the closure, Food Services faced numerous challenges: decrease in meal participation (fewer meals served), serving more prepackaged meals, serving more cold or frozen meals, serving curbside rather than in the cafeteria and serving outside in the elements. Despite the many challenges, Food Services has served in excess of 4.5 million meals since the closure began on March 16, 2020.

These services included meal deliveries to neighborhoods far removed from school sites. Schools partnered with several community agencies, restaurants, and religious organizations to host food distribution events to supplement the daily meals provided by the District.

Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
N/A	Development and implementation of Cambridge Virtual Academy. This new program offers course based independent studies taught by experienced educators and will allow students to pursue a variety of college and career pathways while completing their studies virtually.	$2,400,000.00	$1,347,001	N
N/A	Repurpose staff to support additional cleaning needs, site support of distribution events and other tasks needed during distance learning	$6,000,000.00	$1,204,556	N
Pupil and Family Engagement and Outreach	Contract with Qualtrics to develop Forms/Surveys/Workflow/data dashboarding/digital signature to allow more effective remote work and elimination of paper forms	$60,000.00	$60,000	N

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Pupil and Family Engagement and Outreach	Repurpose Student Support Services staff to support tiered engagement strategies and coordination of home visits	$100,000.00	$280,778	Y
School Nutrition	Food Services - Expanding Services	$250,000.00	$314,178	Y
Pupil and Family Engagement and Outreach	Hire six community liaisons for high need schools	$180,000.00	$50,495	Y
Pupil and Family Engagement and Outreach	Hire five additional translators for outreach to EL's and IEP support.	$170,000.00	$31,149	Y
Pupil and Family Engagement and Outreach	Creation of call centers to help support parents and families access needed information	$138,530.00	$143,155	Y
Mental Health and Social and Emotional Well-Being	Purchase and implement a digitally delivered screening tool that quickly identifies mental health issues and students at risk for violent behaviors or self-harm behaviors.	$165,600.00	$165,000	Y
Mental Health and Social and Emotional Well-Being	Dialectical Behavior Therapy training for social workers and psychologists which includes suicide risk assessment and management, DBT and addiction.	$15,000.00	$15,000	Y
N/A	Purchase of additional textbooks as a result of COVID-19	$700,000.00	$283,725	N

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

The substantive difference in this area is that the amount of funds designed to repurposed staff was less than originally budgeted. These budgeted funds were redirected to providing devices and internet connectivity and developing outdoor learning spaces.

Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

Additional support staff, both temporary and permanent, are being added to support student needs as we prepare to fully return in 2021-22. These staff include FACES, community school coordinators, community liaisons, counselors, social workers and psychologists in order to ease the transition to full time in-person learning.

Improved practices for monitoring the performance of English learners, students with disabilities, and foster youth are being systemized for the upcoming year to ensure success for these student groups.

The use of virtual formats for staff meetings, professional learning communities, and family and community events will continue to ensure a broad range of access for all stakeholders.

Providing devices and internet connectivity will continue to be a priority for the District to ensure equitable access for vulnerable students.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

The District will continue to support and implement high quality instruction which focuses on developing 21st century skills including collaboration, creativity, critical thinking, communication, and compassion; cultivating student voice and purpose across all content areas and through integrated initiatives including: the Seal of Civic Engagement, AUHSD Talks, Seal of Biliteracy, applied problem solving, writing journey, and culturally relevant pedagogy; and providing technical skills through Career and Technical Education Pathways leading to certificates, dual credit opportunities with community colleges, and mentorships and internships with businesses and nonprofit organizations.

Additional interventions are built into the LCAP including continued implementation of District-wide instructional and programmatic recommendations for English learner students, students with disabilities, and foster youth.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

Many of the systems, structures and programs that the District implemented throughout the past two years allowed students to continue to achieve academically, receive social emotional support, and access post-secondary options. The challenge is to continue these successes while also closing the opportunity gap for our student groups.

Instructions: Introduction

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year

Annual Update

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

Annual Measurable Outcomes

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

Actions/Services

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

Goal Analysis

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth

students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan

Annual Update

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

Actions Related to In-Person Instructional Offerings

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.

Analysis of In-Person Instructional Offerings

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

Actions Related to the Distance Learning Program

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.

Analysis of the Distance Learning Program

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
    - Continuity of Instruction,
    - Access to Devices and Connectivity,
    - Pupil Participation and Progress,
    - Distance Learning Professional Development,
    - Staff Roles and Responsibilities, and
    - Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

  To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

Actions Related to Pupil Learning Loss

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.

Analysis of Pupil Learning Loss

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

Analysis of Mental Health and Social and Emotional Well-Being

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

Analysis of Pupil and Family Engagement and Outreach

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

Analysis of School Nutrition

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

Analysis of Additional Actions to Implement the Learning Continuity Plan

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
    - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.

- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 *CCR*) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Anaheim Union High School District	Manuel Colon Chief Academic Officer	colon_m@auhsd.us 714-999-3579

Plan Summary [2021-22]

General Information

A description of the LEA, its schools, and its students.

The Anaheim Union High School District (AUHSD), founded in 1898, is an urban secondary school district with a student population of approximately 30,000. The District covers 46 square miles and stretches across the cities of Anaheim, Cypress, Buena Park, La Palma, and Stanton. Students span grades seven through twelve, speak 48 different languages in their homes, attend 20 campuses, and come to us from five feeder-elementary school districts. Seventy-eight percent of AUHSD students are low-income, as indicated by participation in the National School Lunch Program, and 19.4% are English learners (EL). The demographic profile also indicates the following regarding student groups: 67.8% Hispanic, 13.1% Asian, 5.9% White, 4.3% Filipino, 2.2% African-American, 1.6% two or more races, .6% Pacific Islander, and 0.4% Native American.

The District is proud to have five California Distinguished Schools, two National Blue Ribbon Schools, and 13 California Gold Ribbon schools. Additionally, fifteen schools are designated California Democracy schools and four of those have been recognized with the California Civic Learning Award of Excellence.

All AUHSD schools implement a variety of programs focused on developing critical thinking, communication, collaboration, creativity, and character. These 5 Cs help drive diverse academic programming including career pathways, dual language immersion, dual enrollment with community colleges, advanced placement classes, and visual and performing arts programs.

AUHSD Vision
To create a better world through Unlimited You.

AUHSD Mission
The Anaheim Union High School District, in partnership with the greater community, will graduate socially aware, civic-minded students who are life ready by:

- Developing 21st century skills including collaboration, creativity, critical thinking, communication, and compassion;
- Cultivating student voice and purpose across all content areas and through integrated initiatives including: the Seal of Civic Engagement, AUHSD Talks, Seal of Biliteracy, applied problem solving, writing journey, and culturally relevant pedagogy; and
- Providing technical skills through Career and Technical Education Pathways leading to certificates, dual credit opportunities with community colleges, and mentorships and internships with businesses and nonprofit organizations.

AUHSD Core Values

- We believe in and model the 5Cs: collaboration, creativity, critical thinking, communication, and compassion.
- We believe that education must work for students and not the other way around.
- We believe in nurturing everyone’s potential.
- We believe in systems not silos.
- We believe in moving the needle toward equity and justice.
- We believe that our vision, mission, and core values are delivered primarily through instruction.
- We believe in an assets-based instructional approach focused on our community’s strengths.
- We believe public schools should enhance and strengthen democracy through cultivation of student voice and problem solving.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

The Anaheim Union Educational Pledge (The Pledge) is a partnership with Fullerton and Cypress colleges, California State University, Fullerton (CSUF), the University of California, Irvine (UCI), and the City of Anaheim, to ensure that AUHSD graduates achieve their post-secondary goals. The Pledge is formalized through a series of actions spanning across these institutions. Successes include improvements in graduation rate (92.3%) and A-G completion (52.8%). There has been a 43% increase in admission to UCI from AUHSD. INSERT PLEDGE DATA

Anaheim Innovative Mentoring Experience (AIME) program has served more than 8,500 AUHSD students through a tiered mentoring program, which allows for a variety of corporate and community partners to participate in making a difference in the lives of students. Over 80 different corporations, community based organizations and non-profits serve as partners. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment.

Civic engagement and learning plays a prominent role in the District. 15 schools have been designated California Democracy Schools which demonstrates their commitment to time, resources, policies, and expertise to institutionalize high quality civic learning to prepare students for civic life in the 21st century. Sixteen different sites have been recognized with California Civic Learning Awards. Six sites (Cypress High, Katella High, Lexington Junior High, Savanna High, South Junior High, and Walker Junior High) have been awarded the Civic Learning Award of Excellence, the highest honor in California.

Services to address students' social-emotional needs have been increased and improved through the hiring of additional social workers and providing professional learning/training to teachers and staff.

The District's Student Support Services has worked with site administrators and MTSS teams to identify student behaviors that led to suspension and design ways to minimize those behaviors. A District Student Discipline Taskforce was established to provide additional guidance, recommendations, and progress monitoring. The District's Saturday Academy program was expanded to provide additional enrichment learning opportunities for more students and to support improved attendance results.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Student performance in mathematics was orange for the 2019 California School Dashboard.
Improving mathematics achievement results for all students, with an even greater emphasis on improving mathematics achievement results for EL and SWD subgroups is a priority. The District targeted the junior high level to begin addressing instruction and achievement during the 2019-20 year. This included professional learning/training for mathematics teachers and development of a junior high Math Lab. The Math Lab teachers were selected for their innovative practices and ability to work with diverse populations. Groups of math teachers participated in lesson observation, lesson design and collaborative planning as part of this experience.

A STEAM coordinator was hired at the conclusion of the 2020-21 year with a responsibility to help oversee mathematics instruction. New instructional materials were adopted for implementation during the 2021-22 year. The Math Lab teacher along with new math leads at the high school level will work collaborating with the STEAM coordinator to address mathematics instruction and achievement.

Chronic absenteeism was orange on the 2019 California School Dashboard.
The District will continue to support and implement high quality instruction which focuses on developing 21st century skills including collaboration, creativity, critical thinking, communication, and compassion; cultivating student voice and purpose across all content areas and through integrated initiatives including: the Seal of Civic Engagement, AUHSD Talks, Seal of Biliteracy, applied problem solving, writing journey, and culturally relevant pedagogy; and providing technical skills through Career and Technical Education Pathways leading to certificates, dual credit opportunities with community colleges, and mentorships and internships with businesses and nonprofit organizations. The District's Student Support Services will work with site administrators, attendance staff, outreach staff and family and community engagement staff to proactively support improved attendance.

An analysis of District data from the 2019 California School Dashboard indicates the following needs by student group:
--Pacific Islander students display a gap in the area of suspension rate.
--Foster youth display a gap in graduation rate. The AUHSD graduation rate for foster youth was 80.4% in 2019, 16 percentage points higher than the state average, but because of a 4.9% decline from the previous year puts the indicator into orange.
To address the following performance gaps, the District is doing the following:
Student Support Services will work with site administrators to identify student behaviors that led to suspension and design ways to minimize those behaviors.
The District has established a Foster Youth Taskforce to target the needs of these students. Each school will implement site level teams to address the needs of these students and implement District recommendations.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Goal 1- All students will demonstrate college, career, and life readiness and success through the implementation of the 5 Cs (critical thinking, communication, collaboration, creativity, and character).
The professional learning plan will address implementation of the Career Preparedness Systems Framework (CPSF). AUHSD 5 C coaches and curriculum specialists will provide professional learning on strategies to develop critical thinking, creativity, communication, collaboration, and character. Additional training around civic engagement and mindfulness will be provided, with the expectation that what students learn in the classroom will apply to the larger community.
Reduction of class size will be accomplished for the next two years, allowing staff to build capacity and develop additional instructional tools. The District induction program will be essential to supporting new teachers over this time.

Continued implementation of District-wide instructional and programmatic recommendations for English learner students, students with disabilities, and foster youth is critical. Practices for improved monitoring of student progress, refined during the pandemic, will continue to be implemented.
AUHSD is a leader in developing collaborative relationships with corporations, businesses, government agencies and, colleges and universities. AUHSD will continue to implement all components of the Anaheim Union Educational Pledge and strengthen community partnerships to provide robust post-secondary transition opportunities for students. These opportunities include the expansion of the Anaheim Innovative Mentoring Experience (AIME) and addition of College and Career Readiness Specialists.
The District will continue to support the growth and replacement of technology to ensure students have access to devices and internet connectivity.

Goal 2- Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.
AUHSD will continue to implement and refine parent involvement activities that increase parental understanding of the pedagogy used to prepare students for college and career. These activities include providing training to parents on how to monitor student progress, providing Parent Learning Walks and Parent Leadership Academy, and supporting training for parents in mindfulness.

AUHSD is committed to providing a family and community resource center at all school sites and staffing these centers with Family and Community Engagement Specialists (FACES). The FACES continue to be an essential part of the efforts to improve academic outcomes for students.
Community school coordinators will help develop model practices at two sites for providing a wide range of academic, social and emotional support for students and families.

Goal 3- Provide and nurture a safe, reflective, responsive, and positive school culture.
AUHSD is committed to meeting the various needs of students. Increasing mental health resources to meet the social and emotional needs of students is a priority. This will be accomplished through additional counselors, psychologists, and social workers. Additionally, providing social emotional learning training for staff to help address these needs.
AUHSD will adopt national counseling standards, provide appropriate professional learning for counselors, and monitor implementation of the counseling program. The continued implementation of grade level counseling and targeted interventions will be essential.
The District will continue to refine methods for students to improve their attendance including Saturday Academy, alternative to suspension options, and well-being activities.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Gilbert Continuation High School

Cambridge Virtual Academy at Polaris

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

The District supported sites in developing their school plans and CSI plans by implementing a series of feedback opportunities. District wide surveys with disaggregated data by school site were conducted in the summer and early fall to provide useful feedback regarding academic, physical, and emotional needs of students and families. CSI eligible schools incorporated this feedback along with staff input to develop their plans and address underlying issues as well as needs arising from the COVID-19 pandemic.

School leadership teams under the direction of the principal met regularly to address the needs of their school and implement their plans. These processes are supported by District Administrators who meet with each of the identified sites on a regular basis. School leadership teams are further informed by District task forces in the areas of English learners, students with disabilities and foster youth. These task forces recommend evidence based interventions and best practices for all schools. Each site has a dedicated team for these student groups who works to implement these recommendations and inform the leadership team.

Additionally, each school identified current practices and interventions that showed evidence of meeting student needs. This review of school systems and interventions guided the development of additional interventions and refinement of current interventions for the 2020-21 year. This included the design and implementation of a completely virtual program called Cambridge Virtual Academy within the Polaris alternative program.

No resource inequities were identified at the school level. However, many students lacked the resources to effectively access distance learning. The district distributed Chromebooks, Wi-Fi hotspots, as well as musical and art equipment to students in order to address this inequity.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

District administrators will monitor the implementation of the CSI plans by meeting with each site during the first quarter of the 2020-21 year to review their SPSA and current implementation. This meeting will also allow the school and District to adjust any planned activities based on the most current data available. Additionally, each site will report out to the District on the progress of the school's English learner action

plan and students with disabilities action plan. This will occur once each semester. Site principals will be assigned District level-coaching administrators to further assist and ensure consistent implementation of the school's plan.

Working with the District's office of Assessment and Accountability, sites will review data points such as grade distributions, credit completion, and engagement in intervention opportunities to determine effectiveness. This information will be shared within the school leadership team and site level task force meetings.

Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

The LCAP stakeholder input process began with surveys completed by parents, students, staff, and community members. These surveys, completed in February 2021, identified areas of need that were incorporated into the stakeholder engagement process.
The stakeholder engagement process consisted of five meetings that occurred from February to April 2021. Two of the meetings were conducted in focus groups, and the other three meetings were held at-large and included all stakeholder groups.
Four focus groups, structured around the eight State Priorities, were created to help guide the work that was completed in the stakeholder engagement meetings. Focus group members concentrated on actions that were related to the State Priority(ies) assigned to their focus group, and each focus group consisted of representatives from all stakeholder groups. Focus group members examined and refined LCAP actions through the lens of the State Priority to which they were assigned. Feedback from this process was used in identifying which of the seven supplemental instruction and support strategies will be implemented.
Five steering committee meetings were held to oversee the LCAP process, plan stakeholder engagement meetings, and debrief the findings from the stakeholder engagement meetings. The LCAP Steering Committee was comprised of the Assistant Superintendent of Educational Services, the Chief Academic Officer and representatives from the following groups: directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents, community members, and representatives from four local bargaining units. The steering committee members also provided direct feedback that was incorporated into the Expanded Learning Opportunity plan.

Twelve draft actions were produced as a result of this process. These were considered by the stakeholders and three of these were identified as the highest priorities. The steering committee reviewed all of these draft actions and indicated whether those needs were already addressed within the LCAP or needed to be added. The draft actions are included below as reference for the feedback provided during the stakeholder engagement process.

- Implement one to one (1:1) chrome books, and appropriate infrastructure upgrades, to establish equity and reduce the technology gap across all student groups, specifically English Learners, Students with Disabilities, and Foster Youth. Provide teachers the opportunity to engage students by individualizing instruction and building digital literacy to create a learning environment that is consistent with critical thinking and innovation supporting our District driver that all students develop and demonstrate mastery of the 5C’s
- Update our heating, ventilation, and air conditioning (HVAC) systems to create an ideal, climate-controlled atmosphere. This will promote a more conformable and consistent learning environment that will lead to improved student learning, student focus, and participation.
- Build, improve, and maintain more safe and secure outdoor learning spaces including shaded areas and wireless connectivity for students and staff to enable the support of different learning styles and activities. This can lead to deeper and more meaningful learning and greater student success.
- If we have smaller class sizes, it will allow for more one-on-one engagement with the identified groups in our tables, supporting students both in academics and SEL.

- If we increase the VAPA Coordinator position to full time, he will be able to assist in creating more opportunities for students to complete their A-G requirements, causing the District percentages to increase.
- If we add opportunities through AIME, it will cause students to be better prepared for college and career, which will lead them to be more marketable because they have experience.
- The district will provide a community center in all schools in which school coordinators can support FACES and this way coordinate with different agencies and organizations, so that they may offer services and resources to our families of English Learners, McKinney Vento, Foster Youth, and all students and the community.
- Additional School psychologists, counselors, social workers will continue with additional mental health services (linkage, direct services, consult, collaboration) to help students and families from all student groups because it is (necessary / vital) to support all families that have experienced various challenges and continue to struggle due to COVID. Increased / additional support will ensure social emotional well-being which will contribute to increased academic successes.
- Increase personnel resources such as FACES/Community liaisons/coordinators, social workers, etc, in Schools to strengthen ongoing meaningful engagement with families, routinely creating supports with families and communities to address needs.
- The district will lower class size to 25:1 to help assist students with social emotional needs as we return to school, and in the future.
- Additional social workers will increase mental health services, provide mental health training, and provide targeted case management to at risk youth and youth with mental health problems to ensure all youth are able to succeed in school and have mental health and well-being.
- Additional counselors engage students struggling academically and socially emotionally more effectively by lowering student counselor worker ratios to 250:1

District administrators also met separately with the Superintendent's Parent Advisory Committee, District English Learner Advisory Committee (DELAC), student ambassadors, Family and Community Engagement Specialists (FACES), and the Districts' Opening of School teacher input group. Additionally, the Special Youth Services director consulted with the SELPA administrator to ensure the LCAP addressed any areas of need particular to students with disabilities. This additional input further informed the strategies to be implemented.

A summary of the feedback provided by specific stakeholder groups.

Feedback from the parent LCAP survey indicated that 84% understand graduation requirements and 73% understand the Anaheim Union High School Pledge. While these numbers are relatively high, it indicates there is still a knowledge gap in these two crucial areas.

Feedback from the student LCAP survey indicated that 58% feel connected to their school. 63% know where to get social-emotional and mental health support and 60% are familiar with the Anaheim Union Educational Pledge.

Feedback from teachers during the stakeholder engagement process as well as the Opening of School teacher input group indicated a desire to reduce class size.

Feedback from a variety of stakeholder groups, including the DELAC and FACES, indicated a need for additional support staff. These staff included counselors, social workers, and psychologists as well as FACES and community liaisons.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Goal 1- All students will demonstrate college, career, and life readiness and success through the implementation of the 5 Cs (critical thinking, communication, collaboration, creativity, and character).
1.1- District leadership and curriculum specialists will develop and implement a professional learning plan that supports teacher leaders, SLTs, SWD Task Force, EL Task Force on instructional best practices, establishing professional goals, and engaging in continuous and purposeful professional growth and development specifically targeting the educational needs of ELs, SWDs, SEDs, McKinney Vento, and Foster Youth to increase A-G eligibility, graduation rates, and college-going rates for all students.
The professional learning plan includes social emotional learning, mindfulness, and self-care activities based on feedback from stakeholders

1.4- Educational Information Technology staff will develop a life cycle for student devices, applications and network infrastructures. These staff will support training resources and create critical integration points to facilitate Students and staff having access to a broad range of sustainable technological resources to ensure low-income students can fully engage in their education, access digital resources and develop post-secondary skills.
Additional funds to support student access to devices and internet connectivity are included based on feedback from stakeholders.

1.5- District staff and teachers develop and monitor District programs, courses, and extracurricular opportunities for low-income, EL, SWD to ensure student access to a broad course of study so they can find purpose, be prepared for post-secondary learning, and develop career ready skills.
The District visual and performing arts coordinator was moved from a half time to full-time position based on feedback from stakeholders.

1.9- District coordinators along with college and career specialists and work-based learning coordinators will increase work experience and internship opportunities via Anaheim's Innovative Mentoring Experience by focusing on business recruitment and development, seeking funding opportunities, and developing systems for providing student scholarships to ensure students will graduate having explored a variety of potential careers and industries, and will have a postsecondary plan to pursue their career goals.
College and Career Readiness specialists were added to assist with implementation of the Anaheim Union Educational Pledge and ensure students access post-secondary options.

1.10- If we have smaller class sizes, it will allow for more one-on-one engagement with student groups, supporting students in both academics and social emotional learning (SEL).
This action was added as a result of stakeholder feedback.

Goal 2- Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.
2.2- FACES, community school coordinators, community liaisons, and translators will provide language appropriate support and programming to support English learners and their families to ensure access to school and community resources.
Additional support staff, both temporary and permanent, are being added based on stakeholder feedback.

Goal 3- Provide and nurture a safe, reflective, responsive, and positive school culture.
3.2- Staff will implement programs and systems to support the mental, physical, behavioral and emotional health of vulnerable students to reduce student suspensions, improve student learning, and promote well-being.

Additional counselors, social workers and psychologists, both temporary and permanent, are being added based on stakeholder feedback.

3.4- Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.
Upgrades to HVAC systems and outdoor learning spaces are being added based on stakeholder feedback.

Goals and Actions

Goal

Goal #	Description
1	All students will demonstrate college, career, and life readiness, and success through implementation of the 5 Cs (critical thinking, collaboration, communication, creativity, and character/compassion).

An explanation of why the LEA has developed this goal.

This goal was created to develop 21st century skills including collaboration, creativity, critical thinking, communication, and compassion since these are essential components of post-secondary and career readiness. This goal also cultivates student voice and purpose across all content areas and through integrated initiatives to ensure student engagement and motivation are consistently high. Lastly, this goal provides technical skills through Career and Technical Education Pathways leading to certificates, dual credit opportunities with community colleges, and mentorships and internships with businesses and nonprofit organizations.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Graduation Rate	District- 92.3% SED- 91.3% EL- 83.4% SWD- 74.7% FY- 81.1%				District- 94% SED- 93% EL- 85% SWD- 77% FY- 83%
A-G Completion	District- 52.8% SED- 47.9% EL- 27% SWD- 15.6%				District- 55% SED- 50% EL- 30% SWD- 18%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	FY- 23.3%				FY- 25%
College and Career Indicator- Prepared	District- 44.2% SED- 39.1% EL- 15.3% SWD- 9.9% FY- 15.2%				District- 47% SED- 43% EL- 18% SWD- 13% FY- 18%
Teachers are appropriately assigned	Less than 1% of teachers are misassigned				Less than 1% of teachers are misassigned
Teachers are fully credentialed	Less than .5% of teachers lack full credential including EL authorization				Less than .5% of teachers lack full credential including EL authorization
Students have sufficient access to standards-aligned instructional materials	All students have access to standards-aligned materials				All students have access to standards-aligned materials
State adopted academic and performance standards are implemented	100% of academic and content and performance standards are implemented				100% of academic and content and performance standards are implemented
CAASPP ELA results	46% met or exceeded standard (2018-19)				50% met or exceeded standard
CAASPP Math results	28% met or exceeded standard (2018-19)				31% met or exceeded standard

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of EL students who make progress as measured by the ELPAC (ELPI)	44.5% (2018-19)				48%
EL reclassification rate	7.3%				10%
Percentage of students who pass an AP exam with "3" or higher	66.9%				70%
Percentage of students who demonstrate college preparedness through the Early Assessment Program	ELA- 46% met or exceeded standard (2018-19) Math- 28% met or exceeded standard (2018-19)				ELA- 50% met or exceeded standard Math- 31% met or exceeded standard
Access to a broad course of study- Percentage of students enrolled in VAPA courses	51%				55%
Access to a broad course of study- Percentage of students enrolled in CTE courses	38%				42%
Access to a broad course of study- Percentage of students enrolled in world language courses	44%				48%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Seal of Biliteracy	1100 students earned the seal (Class of 2020)				1500 students
Seal of Civic Engagement	1900 students earned the seal (Class of 2021)				2300 students
Students engaged in civic inquiry and investigation	26% of students are guaranteed these experiences each academic year				50% of students are guaranteed these experiences each academic year
D/F rates	Fall 2020- 28% of all grades were D/F				15% of all grades are D/F
Graduates enrolled in post-secondary options	70% of graduates enroll in fall immediately after graduation 47% enroll in 2 year colleges 23% enroll in 4 year colleges				75% of graduates enroll in fall immediately after graduation 50% enroll in 2 year colleges 25% enroll in 4 year colleges
5 Cs are implemented in District classrooms	LCAP Staff survey- 90% are committed to implementing the 5 Cs LCAP Student survey- 81% state the 5 Cs				LCAP Staff survey- 95% are committed to implementing the 5 Cs LCAP Student survey- 90% state the 5 Cs

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	are incorporated in their classes				are incorporated in their classes
Students completing dual enrollment courses	2019-20 completion Duplicated students Cypress College-2025 Fullerton College-888 Unduplicated students Cypress College-1165 Fullerton College-659				Duplicated students Cypress College-2300 Fullerton College-1000 Unduplicated students Cypress College-1500 Fullerton College-800
Percentage of EL students who score Level 4 on ELPAC	10.94% (2018-19)				14%

Actions

Action #	Title	Description	Total Funds	Contributing
1	Professional learning plan	District leadership and curriculum specialists will develop and implement a professional learning plan that supports teacher leaders, SLTs, SWD Task Force, EL Task Force on instructional best practices, establishing professional goals, and engaging in continuous and purposeful professional growth and development specifically targeting the educational needs of ELs, SWDs, SEDs, McKinney Vento, and	$8,767,500.00	Yes

Action #	Title	Description	Total Funds	Contributing
		Foster Youth to increase A-G eligibility, graduation rates, and college-going rates.		
2	Effective instruction	District leadership along with instructional leaders design, deliver, and model effective instructional strategies and facilitate growth of these practices at school sites for low-income students, EL and SWD to support development of 5 Cs, civic engagement, CPSF, and achievement of literacy and mathematical standards skills to increase student engagement, academic achievement, and post-secondary readiness.	$4,865,000.00	Yes
3	Instructional materials	Provide sufficient instructional materials that are aligned with current California State Standards.	$7,353,000.00	No
4	Technological resources	Educational Information Technology staff will develop a life cycle for student devices, applications and network infrastructures. These staff will support training resources and create critical integration points to facilitate Students and staff having access to a broad range of sustainable technological resources to ensure low-income students can fully engage in their education, access digital resources and develop post-secondary skills.	$6,391,166.00	Yes
5	Broad course of study	District staff and teachers develop and monitor District programs, courses, and extracurricular opportunities for low-income, EL, SWD to ensure student access to a broad course of study so they can find purpose, be prepared for post-secondary learning, and develop career ready skills.	$21,034,090.00	Yes
6	English learners	Improve placement, instructional practices, and monitoring of multilingual scholars [English Learners (EL)] by increasing scholar voice, 21st century skills and technical skills through the four principles of the English Learner Roadmap: 1) assets-oriented and needs	$5,898,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		responsive schools, 2) intellectual quality of instruction and meaningful access, 3) system conditions that support effectiveness, and 4) alignment and articulations within and across systems (systemness).		
7	Instructional options	District staff and teachers will implement non-traditional instructional options to address the multi-tiered academic needs of students in order to reach gradation and post-secondary goals.	$6,194,300.00	Yes
8	Students with disabilities	Improve placement, instructional practices, and monitoring of students with disabilities (SWD) to increase academic and social success.	$1,600,000.00	No
9	Post-secondary readiness	District coordinators along with college and career specialists and work-based learning coordinators will increase work experience and internship opportunities via Anaheim's Innovative Mentoring Experience by focusing on business recruitment and development, seeking funding opportunities, and developing systems for providing student scholarships to ensure students will graduate having explored a variety of potential careers and industries, and will have a postsecondary plan to pursue their career goals.	$1,863,000.00	Yes
10	Reduction of class size	If we have smaller class sizes, it will allow for more one-on-one engagement with student groups, supporting students in both academics and social emotional learning (SEL).	$22,600,000.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
2	Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.

An explanation of why the LEA has developed this goal.

This goal was developed because the District believes that together we can build the capacity of our community in a welcoming culturally responsive environment that champions trust, cultivates empathy, and empowers family and community engagement for unlimited success of our students. This goal reflects the belief in nurturing everyone's potential and that an assets-based instructional approach focused on our community's strengths will improve outcomes for students, families, and schools.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Schools are inviting for parents and families	LCAP Parent survey- 82% feel the school is inviting				LCAP Parent survey- 87% feel the school is inviting
Attendance at family engagement events	Coffee w/ Principal- 20 participants per event Parent Learning Walks- 20 participants per event Parent Leadership Academy- 15 parents complete from each site				Coffee w/ Principal- 40 participants per event Parent Learning Walks- 40 participants per event Parent Leadership Academy- 50 parents complete from each site
Promote parental participation in	Parent Leadership Academy for SWD- 10				Parent Leadership Academy for SWD- 20

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
programs for individuals with exceptional needs	parents complete from each site				parents complete from each site
Family knowledge of graduation requirements	LCAP Parent survey- 84% state they understand the graduation requirements				LCAP Parent survey- 90% state they understand the graduation requirements
Family knowledge of Anaheim Union Educational Pledge	LCAP Parent survey- 73% state they are familiar with the Pledge				LCAP Parent survey- 80% state they are familiar with the Pledge
Parent input in decision making	LCAP Parent survey participants- 5,975 LCAP Stakeholder engagement participation- 114				LCAP Parent survey participants- 6,500 LCAP Stakeholder engagement participation- 150

Actions

Action #	Title	Description	Total Funds	Contributing
1	Increase parent engagement	School and district staff will increase engagement, communication, and support for parents by establishing, expanding, or refining resources that are available at all schools to ensure families and students can meaningfully engage.	$500,000.00	Yes
2	FACE support	FACES, community school coordinators, community liaisons, and translators will provide language appropriate support and programming to support English learners and their families to ensure access to school and community resources.	$4,621,617.00	Yes

Action #	Title	Description	Total Funds	Contributing
3	Parents of SWD	FACES, community school coordinators, and community liaisons, in partnership with case carriers, program specialists, and psychologists will establish, expand or refine family engagement opportunities for Students With Disabilities (SWD).		No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
3	Provide and nurture a safe, reflective, responsive, and positive school culture.

An explanation of why the LEA has developed this goal.

This goal was created because the District is committed to equity and justice. This goal addresses some of the underlying causes of student disengagement and lack of academic achievement, including behavioral and mental health. Additionally, this goal reflects the belief that modern facilities support improved outcomes for students.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School facilities are maintained in good repair	All facilities are in good repair as documented by the Facilities Inspection Tool				All facilities are in good repair as documented by the Facilities Inspection Tool
Attendance rate	95.2% attendance rate (2019-20)				96.5% attendance rate
Chronic absenteeism rate	District- 9.2% SED- 9.3% EL- 15.5% SWD- 17.8% FY- 19.9% Locally calculated for 2019-20				District- 8% SED- 8% EL- 10% SWD- 12% FY- 14%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Middle school dropout rate	.003% (2019-20)				Less than .5%
High School dropout rate	3.2%				2.5%
Suspension rate	District- 1.9% SED- 1.9% EL- 5% SWD- 3.4% FY- 7.9% Locally calculated for 2019-20				District- 1.9% SED- 1.9% EL- 3% SWD- 3% FY- 5%
Expulsion rate	Less than .5%				Less than .5%
Student knowledge of mental health support	LCAP Student survey- 63% state they know where to get social-emotional and mental health support				LCAP Student survey- 80% state they know where to get social-emotional and mental health support
Students receiving direct services	Social workers- 2100 students				Social workers- 2000 students
Sense of safety	LCAP Student Survey (2019-20) 54% state they feel safe while at school				LCAP Student Survey (2019-20) 70% state they feel safe while at school
Sense of school connectedness	LCAP Student Survey-				LCAP Student Survey-

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	57% state they feel connected to their school 73% state they have an adult they can approach				65% state they feel connected to their school 85% state they have an adult they can approach

Actions

Action #	Title	Description	Total Funds	Contributing
1	Improve attendance	District administrators with support of specialized staff will improve District systems for identifying and supporting students with significant truancy issues to ensure EL, Foster youth, SWD are supported to achieve at the highest rates possible.	$5,758,606.00	Yes
2	Mental and physical health	Staff will implement programs and systems to support the mental, physical, behavioral and emotional health of vulnerable students to reduce student suspensions, improve student learning, and promote well-being.	$10,097,472.00	Yes
3	Counseling support	School counselors and support staff will develop and implement standards-based school counseling programs that monitor student academic progress, deliver support services, and support the Anaheim Pledge to ensure students graduate and are prepared for post-secondary options.	$2,900,000.00	Yes
4	Upgrade facilities	Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.	$46,383,000.00	No

Action #	Title	Description	Total Funds	Contributing
5	Foster youth support	Staff will provide academic and social-emotional support for Foster Youth and McKinney-Vento students in order to increase student engagement, academic achievement, and post-secondary readiness.	$240,000.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
26.64%	73,252,476

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Goal 1- Action 1-
After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we learned that there is a difference in outcomes for graduation rate, A-G completion, and college preparedness.
We will implement professional learning which incorporates universal design for learning, effective differentiation, and instructional strategies identified by the EL, SWD, and foster youth task force. These District task forces have developed these instructional recommendations based on research and established best practices for these unduplicated groups. Additionally, the professional learning plan includes social emotional learning, mindfulness, and self-care.

Goal 1- Action 2-
After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we learned that there is a difference in outcomes for D/F rates and achievement on state assessments.
A STEAM coordinator will begin in the 2021-22 year with a responsibility to help oversee mathematics instruction. New instructional materials for mathematics were adopted for implementation during the 2021-22 year. The appropriateness of these materials for English learners was of significant importance to the selection committee. Lead mathematics teachers will collaborate with the STEAM coordinator to address mathematics instruction and achievement. These actions are targeted at instructional practices, course structures and professional development that will impact the disparity in D and F grades for these student groups.

Goal 1- Action 4-
After assessing the needs, conditions, and circumstances of our low income students, we learned that there are inequities in access to devices and internet connectivity.

Educational Information Technology staff will support access and training for student devices, applications and internet connectivity to ensure low-income students can fully engage in their education, access digital resources and develop post-secondary skills. This action will put devices and internet in the hands of student who otherwise would not have this access.
Teacher leads will support professional learning at school sites for staff to implement applications to improve student learning outcomes.

Goal 1- Action 5-
After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we learned that there is a difference in outcomes for graduation rate, A-G completion, and college preparedness.
The full-time VAPA coordinator, CTE program administrator and newly appointed director for Career Preparedness, along with counseling staff, will ensure student access and enrollment in a broad course of study. Student engagement is increased for all students with access to a broad course of study and with staff targeting the increased enrollment of unduplicated groups, there should be growth in these metrics surpassing the overall student population.
Additional staffing to support course offerings will be implemented.

Goal 1- Action 6-
After assessing the needs, conditions, and circumstances of English learner students, we learned that there is a difference in outcomes for graduation rate, A-G completion, and college preparedness.
To address these conditions, a District EL Taskforce develops recommendations for implementation across the District. EL site teams at each school will implement and monitor these recommendations.
Designated ELD courses will maintain low class sizes to ensure teachers and instructional aides can adequately address the needs of these students.
EL success monitoring practices will be implemented at every site.

Goal 1- Action 7-
After assessing the needs, conditions, and circumstances of low income and English learner students, we learned that there is a difference in outcomes for graduation rate, A-G completion, D/F rates and college preparedness.
We will provide numerous instructional options for students. While these options are available to all students, students from vulnerable groups are prioritized for placement. We understand that comprehensive sites are not a fit for every student.
Additionally, credit recovery options will be expanded and improved to ensure EL, low income, and foster youth students make progress toward graduation and post-secondary readiness. This expanded access is critical for these groups because they are more likely to encounter barriers to accessing interventions and English learners in particular benefit from credit recovery targeting their unique needs.

Goal 1- Action 9-
After assessing the needs, conditions, and circumstances of low income and English learner students, we learned that there is a difference in outcomes for A-G completion, college preparedness, and CTE completion.
AIME staff will expand mentoring opportunities for all students and in the process refine recruitment strategies to ensure low income and English learner students access these opportunities at proportionate rates.
College and Career Readiness specialists will be added to assist with implementation of the Anaheim Union Educational Pledge and ensure students have support in becoming eligible and college and accessing post-secondary options. These positions will help first time college attendees, many of our low income and English learners, acquire the necessary college knowledge to successfully transition.

Goal 2- Action 1-

After assessing the needs, conditions, and circumstances of low income and English learner students, we learned that nearly 20% of families lack understanding of the graduation requirements and benefits of the Anaheim Union Educational Pledge.
To address these conditions, District staff will update and improve mass messaging platforms, district and school websites, and social media usage. Promotional materials for the Pledge will also be updated and improved, including translation in different languages to ensure families are adequately informed. Availability of these materials in a variety of formats and languages addressed the unique needs of these parents and their students.

Goal 2- Action 2-
After assessing the needs, conditions, and circumstances of low income and English learner students and their families, we learned that nearly 30% of families need support with food, housing assistance, mental health, and other basic needs.
To address these conditions, FACES, community liaisons, and community school coordinators will coordinate family and community engagement events to address these needs. These staff will serve as direct contact for families in need, including homeless families, to ensure students and families have access to resources and are referred to appropriate services.

Goal 3- Action 1-
After assessing the needs, conditions, and circumstances of low income, English learner, and foster youth students, we learned that there is a difference in outcomes for chronic absenteeism and graduation rate.
To address these conditions, a program administrator for attendance will strengthen the attendance systems and interventions for all students. These improvements will be implemented district wide with additional supports for student groups. These supports include targeted Saturday academy and outreach efforts for these groups, including English learners. Site administrators will monitor chronic absenteeism for these groups through site teams focused on improving outcomes for low income, English learner, and foster youth students.

Goal 3- Action 2-
After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we learned that there is a difference in outcomes for graduation rate, A-G completion, and college preparedness. There is also a disparity in ability to access counseling and mental health services.
The District will use a tiered approach to supporting social and emotional well-being. All students will be supported through promoting well-being. This includes mindfulness practices incorporated into classrooms, classroom presentations by counselors and social workers. A mental health screening tool will be used with all 7th and 9th grade students.
Some students will be supported through a process of recognizing psychosocial issues early and responding accordingly based on one's role. Instructional staff, including teachers and aides will be trained to identify certain needs and make referrals to targeted site staff. Counselors, social workers, and psychologists will assist students experiencing mild issues with practices including group meetings, short-term counseling and referral to services. This level of support is critical for low income students who lack the resources to access their services on their own.
A small group of students will be supported with direct intervention for behavioral problems or mental illness. Additional counselors, social workers and psychologists, both temporary and permanent, are being added to support these needs.

Goal 3- Action 3-
After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we learned that there is a difference in outcomes for graduation rate, A-G completion, and college preparedness. There is also a disparity in ability to access counseling and mental health services.

Additional counselors, social workers and psychologists, both temporary and permanent, are being added to support these needs. Placement of these staff will focus on high needs schools, including alternative and continuation sites. The placement of additional counseling staff at these sites will ensure intervention and monitoring of EL, SWD, and foster youth task force procedures and recommendations which are designed to improve outcomes for these groups.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Services are being improved for low income, English learner and foster youth students through the following activities and actions;
Implement professional learning which incorporates universal design for learning, effective differentiation, and instructional strategies identified by the EL, SWD, and foster youth task force. Additionally, the professional learning plan includes social emotional learning, mindfulness, and self-care.
Teacher leads will support professional learning at school sites for staff to implement applications to improve student learning outcomes.
CTE program administrator along with counseling staff, will ensure student access and enrollment in a broad course of study.
Actions included within Goal 1, Action 6 target specifically the needs of English learners and provide additional resources for this group of students compared to services for all students. This includes District EL Taskforce recommendations for implementation across the District. EL site teams at each school will implement and monitor these recommendations.
AIME staff will expand mentoring opportunities for all students and in the process refine recruitment strategies to ensure low income and English learner students access these opportunities at proportionate rates.
District staff will update and improve mass messaging platforms, district and school websites, and social media usage. Promotional materials for the Pledge will also be updated and improved, including translation in different languages to ensure families are adequately informed.
FACES, community liaisons, and community school coordinators will coordinate family and community engagement events to address these needs. These staff will serve as direct contact for families in need, including homeless families, to ensure students and families have access to resources and are referred to appropriate services.
A program administrator for attendance will strengthen the attendance systems and interventions for all students. These improvements will be implemented district wide with additional supports for student groups. These supports include targeted Saturday academy and outreach efforts for these groups. Site administrators will monitor chronic absenteeism for these groups through site teams focused on improving outcomes for low income, English learner, and foster youth students.
Mental health supports include mindfulness practices incorporated into classrooms and classroom presentations by counselors and social workers.
Actions included within Goal 3, Action 5 specifically support the needs of foster youth. These improved services include District taskforce recommendations for this group of students such as providing workshops for caregivers, facilitating intake meetings, and regular follow-up by a social worker, counselor and administrator.

Services are being increased for low income, English learner and foster youth students through the following activities and actions;
A STEAM coordinator will begin in the 2021-22 year with a responsibility to help oversee mathematics instruction. New instructional materials for mathematics were adopted for implementation during the 2021-22 year. Lead mathematics teachers will collaborate with the STEAM coordinator to address mathematics instruction and achievement.
Educational Information Technology staff will support access and training for student devices, applications and internet connectivity to ensure low-income students can fully engage in their education, access digital resources and develop post-secondary skills.
A full-time VAPA coordinator and newly appointed director for Career Preparedness will ensure student access and enrollment in a broad course of study. Additional staffing to support course offerings will be implemented.
Actions included within Goal 1, Action 6 target specifically the needs of English learners and provide additional resources for this group of students compared to services for all students. These actions includes additional funds to support EL success monitoring at every site. Designated ELD courses will maintain low class sizes to ensure teachers and instructional aides can adequately address the needs of these students.
Credit recovery options will be expanded and improved to ensure EL, low income, and foster youth students make progress toward graduation and post-secondary readiness.
College and Career Readiness specialists will be added to assist with implementation of the Anaheim Union Educational Pledge and ensure students have support in becoming eligible and college and accessing post-secondary options.

Additional FACES, community liaisons, and community school coordinators will be hired to further support families in need.
Additional counselors, social workers and psychologists, both temporary and permanent, are being added to support social emotional and mental health needs. A mental health screening tool will be used with all 7th and 9th grade students.

Actions included within Goal 3, Action 5 specifically support the needs of foster youth. These increased services include additional academic supports, transportation support and assignment to a District social worker.

Total Expenditures Table

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
$74,118,751.00	$7,860,000.00	$484,000.00	$74,604,000.00	$157,066,751.00

Totals:	Total Personnel	Total Non-personnel
Totals:	$93,573,801.00	$63,492,950.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	English Learners Foster Youth Low Income	Professional learning plan	$6,918,500.00			$1,849,000.00	$8,767,500.00
1	2	English Learners Low Income	Effective instruction	$3,350,000.00	$400,000.00		$1,115,000.00	$4,865,000.00
1	3	All	Instructional materials	$6,073,000.00	$1,200,000.00		$80,000.00	$7,353,000.00
1	4	Low Income	Technological resources	$6,391,166.00				$6,391,166.00
1	5	English Learners Low Income	Broad course of study	$20,249,090.00			$785,000.00	$21,034,090.00
1	6	English Learners	English learners	$5,050,000.00			$848,000.00	$5,898,000.00
1	7	English Learners Low Income	Instructional options	$5,967,300.00			$227,000.00	$6,194,300.00
1	8	Students with Disabilities	Students with disabilities	$1,600,000.00				$1,600,000.00
1	9	Low Income	Post-secondary readiness	$1,513,000.00		$350,000.00		$1,863,000.00
1	10	All	Reduction of class size				$22,600,000.00	$22,600,000.00
2	1	Low Income	Increase parent engagement	$500,000.00				$500,000.00
2	2	English Learners Low Income	FACE support	$1,951,617.00	$1,570,000.00		$1,100,000.00	$4,621,617.00
2	3	Students with Disabilities	Parents of SWD					
3	1	English Learners Foster Youth	Improve attendance	$5,758,606.00				$5,758,606.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	2	English Learners Foster Youth Low Income	Mental and physical health	$5,273,472.00	$4,690,000.00	$134,000.00		$10,097,472.00
3	3	English Learners Foster Youth Low Income	Counseling support	$2,900,000.00				$2,900,000.00
3	4	All	Upgrade facilities	$383,000.00			$46,000,000.00	$46,383,000.00
3	5	Foster Youth	Foster youth support	$240,000.00				$240,000.00

Contributing Expenditures Tables

Totals by Type	Total LCFF Funds	Total Funds
Total:	$66,062,751.00	$79,130,751.00
LEA-wide Total:	$65,822,751.00	$78,890,751.00
Limited Total:	$240,000.00	$240,000.00
Schoolwide Total:	$0.00	$0.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	1	Professional learning plan	LEA-wide	English Learners Foster Youth Low Income	All Schools	$6,918,500.00	$8,767,500.00
1	2	Effective instruction	LEA-wide	English Learners Low Income	All Schools	$3,350,000.00	$4,865,000.00
1	4	Technological resources	LEA-wide	Low Income	All Schools	$6,391,166.00	$6,391,166.00
1	5	Broad course of study	LEA-wide	English Learners Low Income	All Schools	$20,249,090.00	$21,034,090.00
1	6	English learners	LEA-wide	English Learners	All Schools	$5,050,000.00	$5,898,000.00
1	7	Instructional options	LEA-wide	English Learners Low Income	All Schools	$5,967,300.00	$6,194,300.00
1	9	Post-secondary readiness	LEA-wide	Low Income	All Schools	$1,513,000.00	$1,863,000.00
2	1	Increase parent engagement	LEA-wide	Low Income	All Schools	$500,000.00	$500,000.00
2	2	FACE support	LEA-wide	English Learners Low Income	All Schools	$1,951,617.00	$4,621,617.00
3	1	Improve attendance	LEA-wide	English Learners Foster Youth	All Schools	$5,758,606.00	$5,758,606.00
3	2	Mental and physical health	LEA-wide	English Learners Foster Youth	All Schools	$5,273,472.00	$10,097,472.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
				Low Income			
3	**3**	Counseling support	LEA-wide	English Learners Foster Youth Low Income	All Schools	$2,900,000.00	$2,900,000.00
3	**5**	Foster youth support	Limited to Unduplicated Student Group(s)	Foster Youth	All Schools	$240,000.00	$240,000.00

Annual Update Table Year 1 [2021-22]

Annual update of the 2021-22 goals will occur during the 2022-23 update cycle.

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures

Totals:	Planned Expenditure Total	Estimated Actual Total
Totals:		

Instructions

Plan Summary

Stakeholder Engagement

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [*EC*] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (*EC* 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* 52064(b)(4-6)).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* 52064(b)(7)).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

> Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student*"* performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools**: Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness**: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Stakeholder Engagement

Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* 52064(e)(1)). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc/.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

Local Control and Accountability Plan:
For county offices of education and school districts only, verify the LEA:

a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.

d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.

e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: "A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP."

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA's philosophical approach to stakeholder engagement.

Prompt 2: "A summary of the feedback provided by specific stakeholder groups."

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

Prompt 3: "A description of the aspects of the LCAP that were influenced by specific stakeholder input."

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures

- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome**: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2022–23**. Leave blank until then.	Enter information in this box when completing the LCAP for **2023–24**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25**. Leave blank until then.	Enter information in this box when completing the LCAP for **2021–22**.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

> ***Actions for English Learners:*** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.
>
> ***Actions for Foster Youth***: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.

- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

***Percentage to Increase or Improve Services*:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students: Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

> After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])
>
> In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school

climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55%: For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55%: For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40% or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

"A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required."

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved**: Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope**: The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

- **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

- **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools". If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year", or "2 Years", or "6 Months".

- **Personnel Expense**: This column will be automatically calculated based on information provided in the following columns:

  - **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

  - **Total Non-Personnel**: This amount will be automatically calculated.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.

- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.

- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.

Purpose:

The Board of Trustees recognizes that participation in esports leads to positive student outcomes, including increased student engagement in school, development of career readiness and social skills, sportsmanship, teamwork, and the practice of the 5 Cs: creativity, communication, critical thinking, collaboration, and character. Esports programs have several components, including practice, tournament planning and participation, coaching, event planning, and leadership development. In addition, students have the opportunity to be shoutcasters, which are announcers providing commentary during esports events. Shoutcasting provides opportunities for students to practice in-depth analysis, use speaking skills in an authentic environment, utilize their technical prowess, and demonstrate a wide breadth of knowledge about the field. Finally, as acknowledged by the North America Scholastic Esports Federation, esports participation exposes students to a wide variety of roles, including strategy analysts, content creators, event organizers, and entrepreneurs, providing experience in valuable career skills.

If funding becomes available, the Board of Trustees supports the purchase of equipment to support esports programs, including computers, game consoles, video game licenses, and shoutcasting and streaming equipment. In addition, if funding becomes available, the Board of Trustees supports the selection of a qualified esports coordinator who will provide leadership, vision, planning, and resources for the District. The coordinator will work with a committee that will develop the comprehensive Esports program. The committee shall include representation from education, business, and higher education organizations. In addition, the Board of Trustees acknowledges the importance of effective, high-quality, ongoing professional development in supporting esports organizations on campus.

The Board of Trustees supports collaborations with institutions of higher education, businesses, and community esports agencies, and is committed to providing the necessary time, staff, and financial resources in order to fulfill the District's role in these school community partnerships.

The Board of Trustees acknowledges AUHSD must carefully consider the games it supports in its organizations. Thus, games must be approved by a committee including teachers, students, and parents. The approval of each game should consider the Entertainment Software Rating Board (ESRB) rating of the game, cost and accessibility, diversity of player-ship, community surrounding the game, and thematic elements. Only games rated "T for teen" or younger will qualify for approval. An approved list of games will be maintained by the District and updated regularly. The Board of Trustees also acknowledges in-game communication during esports matches often requires the use of communications websites, such as Discord, designed for gamers. Parent approval will be required for student participation in esports activities, including the use of communication websites for coordination of matches. In addition, a student code of conduct will

be established providing guidelines for participation in esports, and the use of these communication websites will be supervised by district staff members.

Board of Trustees
Approved: TBD
E

Temecula Creek Inn
GROUP BOOKING AGREEMENT
Anaheim Union High School District
GEAR UP Summer Conference
Tuesday, July 06, 2021 - Thursday, July 08, 2021

ORGANIZATION:	**Anaheim Union High School District**
CONTACT NAME:	Maribel Melena
STREET ADDRESS	501 N. Crescent Way
CITY, STATE/PROVINCE:	Anaheim, CA, 92803
PHONE NUMBER:	(714) 999-3557
E-MAIL ADDRESS:	melena_ma@auhsd.us

We are delighted to confirm this Group Booking Agreement (the Agreement) entered in by and between the Temecula Creek Inn (**Hotel**) and **Anaheim Union High School District** executed this date, May 11, 2021.

We are currently holding the following arrangements on a first option tentative basis totaling 120 room nights for exclusive use until Thursday, May 20, 2021. If the **Hotel** receives a request from another organization more than 72 hours in advance of this date, the **Hotel** will notify you and extend a 72-hour option to confirm by execution of this Agreement and receipt of initial deposit or release the reservation.

GROUP ROOM BLOCK:
The following block of 120 room nights ("Room Block commitment") has been reserved for Anaheim Union High School District**.**

	Tue 7/6/2021	Wed 7/7/2021
Run of House Rooms	60	60

GROUP ROOM RATE:
Room rates are European plan (room only) and are subject to the prevailing room tax and applicable assessment. Group room rates are confirmed net, non-commissionable. A charge of $10.00 will be added for each additional person sharing a double room. Children 17 years and under may share the same room with parents at no additional charge.

	Tue 7/6/2021	Wed 7/7/2021
Run of House Rooms	$159.00	$159.00

TAXES AND SERVICE CHARGES:
Room rates are subject to the prevailing room tax. Food and beverage, as well as all hotel purchases are subject to state sales tax. A service charge is applied to all private food and beverage functions and is subject to state sales tax. Current taxes and service charges are as follows:

Room Tax	12.45%
Food & Beverage Service Charge	23%
State Sales Tax	8.75%

Taxes, assessments and service charges are subject to change, without prior notice.
The Service Charge is subject to applicable Sales Tax (California State Board of Equalization Regulation Code 1603).

EARLY ARRIVAL / EXTENDED DEPARTURES:
Guests arriving before or departing after the dates of the program will be confirmed on a space available basis at the prevailing rates.

RESORT FEE:
There will be an $18.00 per night Resort fee. This includes complimentary in-room coffee, bottled water (2), high-speed internet; overnight parking; and unlimited use of the pool and fitness center.

CHECK-IN / CHECK-OUT:
Check-in time is 4:00 PM and check-out time is 11 AM. The **Hotel** agrees to accommodate guests arriving early for check-in provided their guest room is available.

GROUP BOOKING DEPOSIT:
To guarantee accommodations, the following non-refundable deposits must be received on or before the due dates indicated below:

Transaction Type	Charge Type	Date	Amount
	Initial Deposit	5/20/21	5,100.00
	Final Payment	7/1/21	Estimated Final Balance

*You will be receiving a separate email with a link to provide your secure deposit via credit card. Please complete the attached Credit Card Authorization for our files and return with the signed Booking Agreement.

TO ENSURE PROPER CREDIT, PLEASE FORWARD ALL DEPOSITS TO THE ATTENTION OF Heather Ritt, Sales Manager WITH GROUP NAME AND DATES.

All deposits will be credited to the Master Account. In the event of a room block reduction or cancellation, deposits will be applied towards settlement of the attrition charges or cancellation fees set forth in the "ROOM BLOCK REDUCTION (ATTRITION)" and "CANCELLATION" sections outlined below.

THE HOTEL RESERVES THE RIGHT TO CANCEL ALL OR PART OF THIS AGREEMENT IF DEPOSIT(S) ARE NOT RECEIVED BY THE DATES AND IN THE AMOUNTS INDICATED ABOVE. SUCH CANCELLATION DOES NOT RELIEVE Anaheim Union High School District OF THE LIABILITIES UNDER THE "CANCELLATION" PROVISION SET FORTH IN THIS AGREEMENT.

CUT-OFF DATE:
All rooms within the room block must be confirmed **PRIOR TO** the Cut-off Date of **Monday, June 07, 2021**. All rooms remaining in your block after this date will be returned to general inventory for sale to other groups and/or individuals. Any reservation requests after the Cut-Off Dates will be accepted at prevailing rates.

RESERVATION METHOD:
A Web-link will be created for your attendees to access to make their individual reservations.

PAYMENT ARRANGEMENTS:

Type of Charge	Master Account	Individual Folio
Room / Tax		**X**
Resort Fee		**X**
Banquet Charges	**X**	
Incidentals		**X**

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ROOM BLOCK REDUCTION (ATTRITION):

Anaheim Union High School District represents to the Hotel that the Room Block Commitment is an accurate representation of the guest room requirements. A one-time reduction of up to 10% of the per night room block may be released without liability. Should room reductions occur over the outlined percentages, then Anaheim Union High School District will be charged for the full amount of the unused room nights, plus tax. No show or rooms held without names are considered reductions.

FOOD & BEVERAGE MINIMUM GUARANTEE:

The **Hotel** is relying on, and Anaheim Union High School District**'s** agrees to provide a minimum of **$4,160.00** in food and beverage revenue, net of tax and service charges. The **Hotel** will agree to a 10% reduction of the minimum food and beverage revenue; provided Anaheim Union High School District notifies the **Hotel** in writing no later than (30) days prior to Anaheim Union High School District scheduled arrival date. In the event that actual food and beverage revenue falls below the minimum food and beverage revenue, then the difference will be posted to your Master Account, along with applicable taxes and service charge.

MEETING AND FUNCTION REQUIREMENTS:

Anaheim Union High School District agreement to hold the functions set forth below is material consideration for which the **Hotel** enters into this Agreement. Any modification to the program shall require approval by both parties.

REASSIGNMENT OF MEETING SPACE:

Should Anaheim Union High School District unilaterally cancel the Room Night Commitment, scheduled food and beverage functions and/or recreation, which constitute, in the aggregate, a 25% or greater reduction in total anticipated revenue, or add substantial meeting or special audio visual requirements, the **Hotel** shall have the right to review and make adjustments in the provisions of this Agreement, which may include a re-assignment and/or additional charges for meeting or function space. The **Hotel** reserves the right to assign or reassign meeting space based on the final program and actual meeting attendance submitted in writing. The **Hotel** agrees to notify Anaheim Union High School District in advance prior to doing so. Space is held only for the times specified.

AGENDA:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Tue, Jul 06, 2021	12:00 PM	1:00 PM	Box Lunch	Olive 1 Patio	Rounds of 10	60	
Tue, Jul 06, 2021	12:00 PM	8:30 PM	Breakout	Sage 1 & 2	Classroom	20	$250
Tue, Jul 06, 2021	12:00 PM	8:30 PM	Breakout	Sage 3 & 4	Classroom	20	$250
Tue, Jul 06, 2021	12:00 PM	8:30 PM	General Session	Olive 1	Classroom	60	$500
Wed, July 07, 2021	7:00 AM	8:00 AM	Continental Breakfast	Olive 1 Patio	Rounds of 8	60	
Wed, July 07, 2021	8:00 AM	5:00 PM	General Session	Olive 1	Classroom	60	$500
Wed, July 07, 2021	8:00 AM	5:00 PM	Breakout	Sage 1 & 2	Classroom	20	$250
Wed, July 07, 2021	8:00 AM	5:00 PM	Breakout	Sage 3 & 4	Classroom	20	$250
Wed, July 07, 2021	12:00 PM	1:00 PM	Box Lunch	Olive 1 Patio	Rounds of 10	60	
Thu, Jul 08, 2021	7:00 AM	8:00 AM	Continental Breakfast	Olive 1 Patio	Rounds of 8	60	
Thu, Jul 08, 2021	8:00 AM	12:00 PM	General Session	Olive 1	Classroom	60	$500
Thu, Jul 08, 2021	8:00 AM	12:00 PM	Breakout	Sage 3 & 4	Classroom	20	$250
Thu, Jul 08, 2021	8:00 AM	12:00 PM	Breakout	Sage 1 & 2	Classroom	20	$250
Thu, Jul 08, 2021	12:00 PM	1:00 PM	Box Lunch	Olive 1 Patio	Rounds of 10	60	

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MEETING ROOM RENTAL SURCHARGE:
The amount of complimentary meeting space is directly related to the number of guest rooms used, the number of food and beverage functions hosted, and the exact dates outlined in this Agreement. Based on these factors, the **Hotel** will provide Anaheim Union High School District with the complimentary Meeting Space as outlined above. Any additional meeting space will be charged to Anaheim Union High School District at the prevailing room rental rate. If there is a 25% or greater reduction in total anticipated food and beverage revenue caused by any program change and/or reduction in attendance, the **Hotel** reserves the right to review and make adjustments in the provision of complimentary space. Anaheim Union High School District will be notified in advance of any such adjustments.

GUARANTEES FOR CATERED FUNCTIONS:
The guaranteed number of attendees must be communicated to the Catering office no less than three business days prior to the event. **The final guarantee must meet or exceed the Food and Beverage Minimum of $4,160.00 (plus applicable service charge & sales taxes) referenced in Section 1 of this contract.** Upon receipt of attendance counts, the number cannot be reduced. A 5% allowance in food preparation over the guaranteed number will be given on all events. In the event a final guarantee figure is not supplied, the estimated number of attendees will be considered the final guarantee. You will be charged for the number of meals served or the number of meals guaranteed whichever is greater.

CANCELLATION ASSESSMENT:
Anaheim Union High School District acknowledges that if it cancels or otherwise abandons its planned use of the Room Night Commitment (a "Cancellation" under this Agreement), this action would constitute a breach of Anaheim Union High School District**'s** obligation to the **Hotel** and the **Hotel** would be harmed. Because of the **Hotel's** harm (and Anaheim Union High School District**'s** obligation to compensate for that harm) is likely to increase if there is a delay in notifying the **Hotel** of any Cancellation, Anaheim Union High School District agrees to promptly notify the **Hotel**, in writing within five (5) business days of any decision to cancel. In addition, if a Cancellation occurs, the parties agree that:

(a) It would be difficult to determine the **Hotel's** actual damages.

(b) The sooner the **Hotel** receives notice of the Cancellation, the lower the actual damage is likely to be, because the probability of mitigating the harm by reselling space and functions is higher.

(c) The highest dollar amount in the following chart set forth below reasonably estimates the **Hotel's** damages for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the chart also reasonably estimates the **Hotel's** ability to lessen its harm by reselling the space and functions.

Anaheim Union High School District therefore agrees to pay the **Hotel**, within ten (10) days after any Cancellation, as liquidated damages and not as a penalty, the liquidated damages amount listed in the chart below, less any deposits received by the **Hotel.** The cancellation fee is based on the date of receipt of the written cancellation notice and the scheduled arrival date.

Receipt of Cancellation Notice by the **Hotel**	**CANCELLATION ASSESSMENT**
0 - 60 Days	Full payment of liquidated damages (anticipated room, food and beverage revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms)
61 - 120 Days	80% of liquidated damages)anticipated room, food and beverage

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	revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms)
121 - 365 Days	50% of liquidated damages (anticipated room, food and beverage revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms)

Provided Anaheim Union High School District timely notifies the **Hotel** of the Cancellation and timely pays the above liquidated damages, the **Hotel** agrees not to seek additional damages from Anaheim Union High School District relating to the Cancellation.

Anaheim Union High School District understands and agrees that a reduction of 50% or more of the Room Night Commitment shall, at the option of the **Hotel** be considered a cancellation and be subject to the Cancellation Assessment.

CREDIT ARRANGEMENTS:

Upon receipt and approval of the Application for Direct Billing, a Master Account may be established for the purpose of posting approved charges incurred over the official meeting dates. The completed Application for Direct Billing must be submitted along with the executed Agreement. Anaheim Union High School District agrees to provide Temecula Creek Inn with the necessary credit references and authorizes Temecula Creek Inn to conduct a complete credit review. Temecula Creek Inn reserves the right to approve or disapprove any Application for Direct Billing. In the event that an Application for Direct Billing is not approved, payment of the Anaheim Union High School District total estimated Master Account will be due 5 days prior to group's arrival date. Failure to remit the liable for amounts as described in the Cancellation Assessment provision.

BILLING

Anaheim Union High School District agrees to pay the total balance owing on the Master Account upon receipt of the invoice. Should there be any disputed portions of the billing, 90% will be paid by Anaheim Union High School District**,** and the remaining portion remitted to the **Hotel** when discrepancies are resolved**.** Should a dispute occur, the **Hotel** must receive a description in writing of any disputed amounts within fifteen (15) days of receipt of the invoice. Any payments not made within 30 days of the date of the invoice will accrue interest at the rate of 18% per annum or the maximum amount allowed by law. The **Hotel** will establish a Master Account(s) for billing items you specifically determine.

PAYMENT OF INDIVIDUAL ACCOUNTS:

Individual accounts of guests of GEAR UP Summer Conference must be paid upon checkout. Temecula Creek Inn is responsible for collecting credit cards for each guest upon arrival. These credit cards will be used for incidentals not paid by guests upon check out.

PERFORMANCE:

The performance of this Agreement will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond the party's control. Such causes include, but are not limited to, acts of God, regulations or orders from governmental authorities, fire, flood or explosion, war, disaster, civil disorder, or other emergency making it illegal or otherwise impossible to provide the facilities or services to hold the event, any delay in necessary and essential construction or renovation of the hotel, strike, lockout or work stoppage or other restraint of labor either partial or general, from whatever cause; provided, however, that there shall be no right to terminate this Agreement for economic inadvisability or for the sole purpose of holding the same meeting in some other city or facility.

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INDEMNIFICATION:
To the maximum extent permitted by law, Anaheim Union High School District agrees to indemnify, defend and hold harmless the Hotel, the owner and manager of the Hotel, and their respective employees and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with Anaheim Union High School District event, including the use of the services and facilities of the Hotel by Anaheim Union High School District**,** Anaheim Union High School District's attendees, invitees or any contractors or third party service providers hired or engaged by Anaheim Union High School District , except those claims arising out of the gross negligence or willful misconduct of the Hotel. The provision of this section shall survive the performance and expiration of this Agreement.

RISK OF LOSS:
By entering into this Agreement, Anaheim Union High School District assumes and accepts the risk of loss for any and all damages caused by Anaheim Union High School District and Anaheim Union High School District individual attendees registered and staying at the Hotel and/or entitled to attend Anaheim Union High School District's function held at the Hotel. Such risk of loss shall include property damage, personal injury and economic damage incurred by or at the Hotel as the result of actions or inactions of Anaheim Union High School District and its attendees, guests and invitees.

FORCE MAJEURE:
The Hotel is not liable for its failure to perform under this contract if such failure is due to circumstances beyond its control, including but not limited to, acts of God, travel or transportation restrictions, shortage of commodities or supplies to be furnished by Hotel, labor problems, governmental regulations, utility shortages or restrictions, or any other causes beyond its control or interfering with performance, whether enumerated herein or not. Client agrees and acknowledges it shall hold Hotel harmless in the event of a Force Majeure event.

INITIAL: JF E-Signed

INSURANCE:
Anaheim Union High School District and Hotel each shall carry adequate property, comprehensive general liability and other insurance sufficient to cover the risks of the parties in the performance of this Agreement and, upon request; each agrees to provide the other with evidence of such insurance.

OUTSIDE CONTRACTORS:
The Hotel believes it offers all services necessary for a successful event. However, if Anaheim Union High School District finds it necessary to use outside services, any companies, firms, agencies, individuals or groups hired by Anaheim Union High School District or on Anaheim Union High School District's behalf (collectively, "your Contractors"), the Hotel must be notified in advance and the Hotel reserves the right to approve all of Anaheim Union High School District's outside services and contractors, as well as require Anaheim Union High School District's Contractors to execute agreements in favor of the Hotel establishing Anaheim Union High School District's Contractor's obligations to the Hotel. Anaheim Union High School District's Contractors may not use the Hotel premises in a manner that interferes with the use and enjoyment of the premises by other guests and invitees of the Hotel. The Hotel reserves the right to pre-approve Anaheim Union High School District's Contractors needs and specifications, including electrical requirements, and Anaheim Union High School District's Contractors must comply with all requirements the Hotel deems appropriate regarding use of meeting/function space, facilities and Hotel services.

DISTURBANCE:
Anaheim Union High School District agrees that noise will be kept at a reasonable level, as determined by Hotel. Any expenses incurred by the Hotel due to interference of Anaheim Union High School District's event on another

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guest(s) stay, including but not limited to noise, will be passed on the Anaheim Union High School District.

COVID-19 Clause

The Client and Hotel acknowledge that at the time of signing this Agreement COVID-19 - Coronavirus disease exists and continues to persist in California. In the event the COVID-19 pandemic continues to exist, experiences a second wave, or becomes worse, at Hotel's sole and exclusive determination, the Hotel shall have the right to exercise the Force Majeure Clause provision which will entitle Hotel to terminate this Agreement in its entirety, which may result in a refund of any deposits less any expenses incurred by the Hotel up to the date of the termination or changing of the Event dates. Client fully understands and acknowledges Hotel will take reasonable steps necessary to inform Client of a Force Majeure event with as much notice as possible.

ENFORCEMENT OF THIS AGREEMENT:

This Agreement shall become effective between Anaheim Union High School District and the **Hotel** when signed by both parties. The laws of the State of California shall govern this Agreement and the venue for any action brought in connection with this Agreement shall be San Diego County, California. The prevailing party in any dispute hereunder shall be entitled to recover reasonable attorney's fees and court costs.

ENTIRE AGREEMENT:

This Agreement and any attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

If the above meets with Anaheim Union High School District's approval, please have an authorized representative sign and return the Agreement to the Hotel. Upon receipt of the signed Agreement, we will consider all arrangements definite and confirmed.

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Temecula Creek Inn:	**Anaheim Union High School District:**
Heather Ritt	Dr. Jaron Fried
	Print/Type Name
Sales Manager	Assistant Superintendent, Ed. Division
	Print/Type Title
Heather Ritt hritt@tciresort.com	Jaron Fried melena_ma@auhsd.us
Signature	**Signature**
05/27/2021	05/19/2021
Date	**Date**

Temecula Creek Inn • 44501 Rainbow Canyon Road • Temecula CA 92592
Heather Ritt• Phone (951) 587-1462• Fax (951) 676-8961• E-Mail: hritt@tciresort.com

TEMECULA
CREEK INN

Event Name: Tesseract 2.0

Event Date: 7/6/21-7/8/21

Cardholder Name: Maribel Melena
(as it appears on card)

Card Type: ____VISA ____MasterCard ____American Express ____Diners Club ____Discover

Last 4 of Credit Card Number Used in Sertifi: 1965

I authorize Temecula Creek Inn to charge the credit card previously captured in Sertifi, the Hotels secure online credit card processor, for all outstanding balances.

Signature of Card Holder: Jaron Fried
melena_ma@auhsd.us

Fax completed form to (951) 676-8961 OR Email completed form to tcisales@tciresort.com

Thank you for your assistance. We look forward to hosting your event.

DOS: hr E-Signed
Anaheim Union High School District: Tuesday, July 06, 2021 - Thursday, July 08, 2021

Initial Here
HDR: JF E-Signed

Date 05/19/2021

RELEASE, WAIVER, INDEMNIFICATION, AND COVENANT NOT TO SUE – COVID 19
TEMECULA CREEK INN

This is a legally binding Release, Waiver, Indemnification, and Covenant Not to Sue (collectively, "Release"), made voluntarily by GEAR UP Summer Conference ("Group") the undersigned, to the Temecula Creek Inn ("TCI"), the Pechanga Band of Luiseño Indians, Pechanga Development Corporation, Pechanga Resorts Incorporated, and all other entities or instrumentalities of the Pechanga Band of Luiseño Indians (collectively, "Pechanga").

Group agrees that it is personally responsible for its actions and safety, as well as the actions and safety of those participating in the "Event" at the TCI. Because the TCI is open for use by other individuals, Group recognizes that Group may be at a higher risk of contracting the novel coronavirus ("COVID-19") and Group hereby assumes that risk. Group agrees to comply with all TCI policies and rules, including all policies, guidelines, signage, and instructions related to COVID-19 mitigation such as social distancing, mandatory face coverings, etc.

The Group acknowledges and is fully aware of the risks involved with group events during the current pandemic and hereby releases, waives, discharges, and covenants not to sue TCI, its officers, agents, and employees (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained related to COVID-19 other than by gross negligence caused solely by the Released Parties. Group acknowledges and is aware of all applicable COVID-19 mandates and accept the risks.

Group agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made against any of the Released Parties due to anyone in the Group's bodily injury, death, loss of use, monetary loss, or any other injury from or related to Group's use of the TCI facilities, amenities, equipment, or materials, other gross negligence caused solely by the Released Parties.

By signing below Group acknowledges and represents that it has read the foregoing Waiver of Liability, understand it and signs it voluntarily. Group is sufficiently informed about the risks involved in using the TCI to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; Group is executing this document for full, adequate, and complete consideration fully intending to be bound by the same and bind the Group. Group agrees this Wavier of Liability shall be governed by and construed in accordance with all applicable law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. Nothing in this Release is intended to nor may be construed as waiving Pechanga's sovereign immunity.

READ CAREFULLY AND UNDERSTAND BEFORE SIGNING

Jaron Fried
melena_ma@auhsd.us

05/19/2021

Signature **Date**

Jaron Fried

Print

DOS: hr E-Signed
Anaheim [illegible] School District: Tuesday, July 06, 2021 - Thursday, July 08, 2021

Initial Here
HDR: JF E-Signed

Date 05/19/2021

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

17th	day of	June	2021

by and between

Next Gen Science Innovations, Jim Clark

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Next Gen Science Innovations will provide a professional development workshop on Equitable Grading Practices. This two part workshop is 6 hours in length and can be hosted in person (one-day) or virtually (two-days): the first part focusing around the "why" of shifting a grading system and the second part centering around the "how" of those changes.

Site/School:	AUHSD (Science) Teachers	Funds (Cost Center):	LCFF Funds

2. List of Other Supportive Staff or Consultants:

Samantha Johnson (NGSI) Jessica Yett

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

Date:	June 3, 2021

and shall diligently perform as specified and complete performance by:

Date:	July 29, 2021

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to

the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

No other information from the District needed.

5. District shall pay Consultant the maximum amount of

$6,000.00

for services rendered to

# of people:	not to exceed 50 per session (100 teachers total)	# hours per day:	3	# of days:	4

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

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

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

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

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

Our premise for the Equitable Grading Practices workshop is that grades should reflect equity and engender hope. The first part of the workshop is designed around the "why" of shifting a grading system and the second part centering around the "how" of those changes. We will explore different ways to make grades more accurate and unbiased, reflective of authentic measures of student understanding and what they can do, rather than a method to sort or classify kids. We will also explore how to make sure your grades reflect your classroom ethos and values. This session does not advocate for a single grading system, but instead provides discussion and options around multiple different shifts that can be made immediately, as well as over time in classrooms, sites and district-wide. We will discuss concrete changes to grades as well as the more theoretical and emotional reasons behind those changes.

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

This is an opportunity to initiate (and continue) conversations around equity, what compassionate grading means beyond COVID-19, and our current practices of grading and assessment. "Discussions about grading, like all conversations about equity, are hard, emotional, and confusing. But our grading practices exert enormous influence on how our students learn, especially those who have been historically underserved." (*Leadership Magazine* (Dec 2017): "Do Your Grading Practices Undermine Equity Initiatives?") Next Gen Science Innovations (NGSI) workshop provides research based data behind the "why" of shifting a grading system and facilitates the participants through reflective individual prompts and discussions. Utilizing NGSI as a consultant allows for a third party to guide our teachers through this exploration as grading is extremely personalized. We propose to conduct these workshops in the summer to allow for teachers

to potentially make adjustments to their grading practices and therefore syllabus, parent communication, Aeries gradebook set up, and assessments prior to the start of the 2021-22 school year.

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

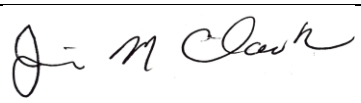
Participants will need access to our provided Zoom links. Teachers will (preferably) engage with a camera and microphone during the Zoom workshop.

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

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

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

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

CONSULTANT:	**DISTRICT:**
Typed Name of consultant **(same as page 1)**:	
Next Gen Science Innovations	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Jim Clark	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
7825 Chestnut Way	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Pleasanton CA	**Anaheim, CA 92803-3520**
Date:	Date:
May 4, 2021	6/18/21

Mark Appropriately:

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

Social Security Number* or	Federal Identification Number*
	47-4145016

*Or, initial below:

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

Telephone Number:	E-mail Address:
925-487-9025	NGSIteam1@gmail.com

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	5/26/21

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EXHIBIT E

COOPERATION AGREEMENT

This Cooperation Agreement ("Agreement"), dated June __7____, 2021 (the "Effective Date"), is made between Roadtrip Nation, Ltd., a Delaware non-profit corporation which does business as Roadtrip Nation, with an office at 1626 Placentia Ave., Costa Mesa, CA 92627 ("RTN") and Anaheim Union High School District ("Participant"), with an office at 501 N. Crescent Way, Anaheim, CA 92801 ("Participant"). Participant and RTN are each a "Party" and together, the "Parties", with reference to the following facts:

A. Through roadtrips in its iconic Green RV, impactful storytelling featuring leader interviews, the Share Your Road platform and Green RV events, RTN empowers individuals to define their own roads in life, consistent with the mission and tax-exempt purpose of RTN.

B. Participant desires to contribute to the mission of RTN as described herein.

NOW, THEREFORE, the Parties hereby agree as follows:

Section 1
SCOPE OF COOPERATION

1.1 Cooperation. Subject to the terms and conditions set forth in this Agreement, RTN shall perform the Obligations as set forth in the Activation Plan attached hereto as Exhibit A (the "Plan") during the term of this Agreement (the "Obligations"). Specifically, the Plan contains (i) a detailed description of the Obligations to be performed by RTN, including all deliverables, (ii) the time schedule for performance and for delivery of such Obligations, with detailed milestones and deliverables, (iii) a payment schedule tied to meeting milestones and delivering deliverables on schedule, and (iv) such other terms and conditions as may be mutually agreed upon between the Parties. Should any conflict arise between the terms of this Agreement and the terms contained in the Plan, the terms contained in the Plan shall govern.

1.2 Changes to the Plan. The initial Plan agreed to by the Parties is annexed hereto and incorporated herein by this reference. The dates set forth in the Plan are subject to change as RTN determines in its reasonable discretion. Any modifications to the deliverables (other than date changes) are subject to the prior written approval of both Parties. Any modifications to this Agreement and/or the Plan (other than date changes) will only be effective when changed by a written amendment, signed by the authorized representative of each Party, which specifically refers to the provisions of the Agreement or the Plan to be modified.

1.3 Key Personnel. The Parties shall each designate certain key personnel ("Key Personnel") assigned to facilitate performance of the Obligations provided in the applicable Plan. Each Party shall notify the other Party in advance of any change in the Key Personnel. In the event of such a change in Key Personnel, the affected Party shall designate a replacement as soon as reasonably practicable and shall work with the other Party to ensure a smooth transition.

1.4 Obligations of Affiliate. Participant acknowledges that Roadtrip Productions, Ltd. ("RP"), a Delaware corporation and affiliate of RTN, will provide certain services to RTN in support of the project described in this Agreement and the Plan. RTN confirms that it will directly administer the project and the Obligations performed pursuant to this Agreement and that payments made to RP will be for services rendered in connection with the project as described in this Agreement and the Plan. Participant will not be responsible for any Obligations due RP for any work performed for RTN per this Agreement.

1.5 Mission and Aesthetic.

(a) All editorial decisions are dictated by RTN's sense of journalistic integrity, and ethical editing. As documentarians, and in the spirit of RTN's public television roots, RTN strives to tell true stories. Therefore, RTN

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scrutinizes the basis of any messaging displayed in an effort to avoid making propaganda of any kind. RTN's priority is to depict the messaging of its programs in a way that remains authentic to the views expressed by the interviewees, so RTN avoids featuring scripted or mandated messaging that does not reflect the interviewee's experience.

(b) Participant understands and agrees that any Obligations performed, work created and/or use of RTN's intellectual property must be consistent with RTN's brand, ethos and mission to empower individuals to define their own roads in life as articulated in RTN's brand guidelines attached hereto as Exhibit B.

1.6 Program Evaluation. During the term of this Agreement, RTN and Participant will jointly develop a program evaluation plan. The metrics used to evaluate and assess the cooperative effort will be jointly determined by the Parties. Subject to the Parties' respective obligations around confidentiality and the provisions of Section 5 below, results relating to the program evaluation plan may be utilized and publicly disseminated by RTN and its parent company, Strada Education Network, Inc.

Section 2
FUNDING AND PAYMENT

2.1 Funding. Participant shall fund the Cooperation as described in the Plan.

2.2 Invoices and Payment. Invoices shall be sent according to a schedule as described in the Plan. Except for any payments due upon contract execution, each invoice shall be supported by such documentation as may be specified in the Plan and/or agreed upon by the Parties and shall be accompanied by an updated schedule showing the task and/or milestone which has been achieved. Payment shall be made within thirty (30) days after receipt of invoice. In the event that Participant is delinquent in payment of any undisputed invoice beyond 45 days, RTN may, at its option, withhold deliverables or suspend any and all services until the account is made current.

2.3 Books and Records. RTN shall keep accurate records and books of account showing all charges, disbursements, or expenses made or incurred by RTN in the performance of the Obligations under the Plan for a period of at least five (5) years.

2.4 Acceptance or Return. In the event that RTN is unable to perform or deliver the Obligations as set forth in the Plan (after written demand by Participant and a reasonable opportunity for RTN to cure), RTN will refund to Participant the fees attributable to that portion of the Obligations that RTN was unable to perform or deliver. Such remedy is Participant's sole and exclusive remedy for breach of this Agreement. RTN makes no warranties except for those provided herein, and all other warranties, express and implied, are expressly disclaimed, including but not limited to any warranty of merchantability or fitness for a particular purpose.

Section 3
TERM AND TERMINATION

3.1 Term. The term shall commence on the Effective Date and shall continue as described in the Plan. If there is no active Plan, either Party may terminate this Agreement upon thirty (30) days' prior written notice. Opportunities to renew a Plan are described in the Plan.

3.2 Effect of Termination. In the event there are any unpaid fees and/or pre-approved expenses outstanding as of the expiration of this Agreement, RTN shall invoice Participant for any such amounts, which invoice shall be paid by Participant promptly upon receipt. Notwithstanding the expiration of this Agreement, the rights and obligations under this Agreement, which by their nature should survive, will remain in effect after the termination or expiration of this Agreement.

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3.3 Return of Property/Materials. All property of any Party in the possession or control of the other Party including, but not limited to, Confidential and Proprietary Information (as defined below), specifications, documentation, source code, magnetic media, chemical materials, films, hardware, engineering notes, building entry keys and cards, and equipment, including all material developed or derived by either Party in performing Obligations under this Agreement which is not owned by such Party as provided herein, will be returned by the receiving Party to the disclosing Party on demand, or at the termination or expiration of this Agreement, whichever shall come first.

Section 4
INSURANCE; TAXES

4.1 Taxes. Each Party shall be responsible (for itself and its agents and employees) for all federal, state, provincial and local withholding taxes, social security, income tax, unemployment or disability insurance, benefits or similar items, and/or other amounts due to its independent contractor status. Participant shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Participant hereunder; provided, that, in no event shall Participant pay or be responsible for any taxes imposed on, or regarding, RTN's income, revenues, gross receipts, personnel, or real or personal property or other assets.

4.2 Insurance. Each Party shall maintain for itself commercially reasonable amounts and types of liability insurance coverage according to each Party's respective responsibilities and risk herein, which in the case of RTN shall include automobile liability coverage for the RV and all drivers.

RTN shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Anaheim Union High District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide RTN is primary over any insurance carried by the District and that "the policy will not be cancelled without thirty (30) calendar days prior written notice" being given to the District's Purchasing Department. During the term of the contract, RTN shall, at its own cost and expense maintain the following types of insurance:

4.1.1. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than $1,000,000 per occurrence and an annual general aggregate limit not less than $2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.

4.1.2. 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 accident.

4.1.3. Business Automobile Liability Coverage with limits as required by the State of California.

4.1.4. If RTN, or any of its affiliates or assignees, has any unsupervised contact with Participant's 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

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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

Section 5
CONFIDENTIAL AND PROPRIETARY INFORMATION

5.1 Restrictions. RTN and Participant each acknowledge that in order for RTN to perform the Obligations called for in this Agreement, it shall be necessary for each Party to disclose to the other Party certain Confidential and Proprietary Information. RTN and Participant each agree that neither Party shall disclose, transfer, copy, or allow access to any such Confidential and Proprietary Information to any person or entity other than employees of a Party or use the same for any purposes (other than related to the performance of the Obligations) either during or after the end of the Term, except as authorized by the other Party. RTN and Participant each reserve their respective rights and interest in Confidential and Proprietary Information. RTN and Participant agree that all Confidential and Proprietary Information which shall come into either Party's possession and/or control, shall remain the exclusive property of such Party to be used by Parties only in connection with the Obligations. It is understood that the Participant is a public agency and certain information cannot be withheld upon request per the California Public Records Act and must be provided to whomever requests it. This information will be provided and will not be considered a violation of this section.

5.2 Definitions. As used herein, the term "Confidential and Proprietary Information" shall include, but is not limited to all technical and business information identified by a Party as confidential prior to disclosure and all information, whether or not in writing, of a private, secret, or confidential nature concerning such Party's business, business relationships or financial affairs, including, but not limited to, work product, inventions, other inventions, products, software, including object code and source code, research, clinical, technical or non-technical data, designs, specifications, formulas, patterns, compilations, programs, devices, ideas, legal matters, technology, techniques, databases, methods, techniques, drawings, processes, personnel data, financial data, financial plans, business plans, marketing plans, product plans, lists of actual or potential customers (as well as any information about such customers learned by a Party during its performance of this Agreement) or suppliers or other information that a Party should reasonably understand to be Confidential and Proprietary Information. Confidential and Proprietary Information does not include such information which (i) is in the other Party's possession, without an obligation of confidentiality with respect thereto, prior to disclosure under this Agreement, (ii) is or subsequently becomes part of the public domain through no act or omission of the non-disclosing Party, (iii) is disclosed to the non-disclosing Party by a third party having no obligation of confidentiality thereto, provided the non-disclosing Party did not have actual or constructive notice that such information was wrongfully disclosed by such third party; or (iv) is independently developed by the non-disclosing Party without access to or use of the Confidential and Proprietary Information.

Section 6
INTELLECTUAL PROPERTY RIGHTS; LICENSES

6.1 Pre-Existing Intellectual Property. Each of RTN and Participant will retain ownership of their respective Confidential and Proprietary Information and pre-existing intellectual property, including copyrights, trademarks and logos. Each Party grants to the other the right to use its name, logo(s) and pre-approved information about such Party on or in connection with the marketing and promotion of the cooperation as contemplated under this Agreement and the Plan, subject to the provisions of Section 1.5 hereof and the prior written approval of such Party with respect to the proposed use. Except as specifically stated herein, neither Party may otherwise use the intellectual property of the other Party without the prior written consent of such Party.

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6.2 Ownership of Work Product. With the exception of any of Participant's Confidential and Proprietary Information or pre-existing intellectual property, the Parties acknowledge that RTN shall solely and exclusively own all intellectual property rights it develops, whether alone or jointly with others, in connection with RTN's performance under this Agreement along with all derivative works thereof (the "Work Product"), except as may otherwise be specifically provided in the Plan. To the extent Participant grants RTN the right to use any pre-existing Participant-owned intellectual property or content in the Work Product, Participant grants to RTN a non-exclusive, worldwide, royalty free, perpetual license for use of such intellectual property and/or content in the Work Product. Notwithstanding the foregoing, any right of RTN to use Participant's intellectual property or content shall terminate immediately upon RTN's breach of this Agreement.

6.3 Restrictions on Use. Except as specifically stated herein, neither Party may copy, modify, publish, transmit, distribute, publicly perform, publicly display, reverse engineer, create derivative works of, sell, or otherwise exploit any intellectual property (including but not limited to any source code used in connection with the Cooperation) belonging to the other Party.

6.4 Infringement Remedy. If any information contributed by Participant to the Work Product is found to be infringing or if use of the Work Product or any component thereof is enjoined, threatened to be enjoined, or otherwise the subject of an infringement claim as a result of information contributed by Participant to the Work Product, RTN may modify or replace the materials that infringe or are alleged to infringe ("Allegedly Infringing Materials") to make the Work Product and all of its components non-infringing or remove such Allegedly Infringing Materials from the Work Product.

Section 7
REPRESENTATIONS AND WARRANTIES

7.1 No Conflict. RTN and Participant each represent and warrant to the other that neither of them nor their respective agents or employees have any obligations to any third party that will in any way limit or restrict RTN's ability to perform the Obligations.

7.2 Adherence to Laws. RTN and Participant each represent and warrant that neither RTN nor Participant will undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules or regulations in effect in the United States or (ii) would have the effect of causing the other Party to be in violation of any laws, decrees, rules or regulations in effect in the United States.

7.3 Indemnification.

(a) RTN shall defend, indemnify and hold harmless Participant and its officers, directors, employees, and agents from and against any and all third party actions, causes of action, claims, demands, damages, costs, liabilities, and expenses, whatsoever, including reasonable attorneys' fees and related disbursements, incurred by reason of (a) any failure by RTN to perform any covenant or agreement set forth herein, (b) breach by RTN of any representation or warranty under this Agreement, (c) any third party claim or suit for infringement of intellectual property rights arising out of or in connection with RTN's performance or Participant's use of RTN's intellectual property under this Agreement, or (d) any third party claim arising in whole or in part from such RTN's website content or copy or for the security of data obtained through any such website. Participant shall promptly notify RTN in writing of any such claim or suit and RTN shall have the right to fully control the defense and any settlement of the claim or suit, provided that if RTN proposes to compromise any intellectual property rights of Participant as part of any settlement, such settlement shall proceed only with the consent of Participant.

(b) Unless prohibited by applicable law from participating in an indemnification agreement, Participant shall defend, indemnify and hold harmless RTN and its officers, directors, employees, and agents from and against any and all third party actions, causes of action, claims, demands, damages, costs, liabilities, and

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expenses, whatsoever, including reasonable attorneys' fees and related disbursements, incurred by reason of (a) any failure by Participant to perform any covenant or agreement set forth herein, (b) breach by Participant of any representation or warranty under this Agreement, or (c) any third party claim or suit for infringement of intellectual property rights arising out of or in connection with RTN's use of Participant's intellectual property under this Agreement. RTN shall promptly notify Participant in writing of any such claim or suit and Participant shall have the right to fully control the defense and any settlement of the claim or suit, provided that if Participant proposes to compromise any intellectual property rights of RTN as part of any settlement, such settlement shall proceed only with the consent of RTN.

7.4 Limitation of Liability. To the maximum extent permitted by law: each Party's liability related to first-party claims between RTN and Participant for any and all claims of damages arising out of or related to this Agreement and any Plan shall be limited to direct damages and shall not exceed the amount owed under the applicable Plan for the performance of the particular Obligations involved in the claim for damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. Neither Party will be responsible to the other for any damages caused by interaction with existing third-party network or computer systems or malicious hacks of a website created under this Agreement, including, but not limited to, damages for the loss of personal data.

7.5 Non-Discrimination. During the performance of this Agreement, RTN agrees that it shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, genetic information, pregnancy or perceived pregnancy, sexual orientation, gender identity or gender expression, and military or veteran status. RTN shall insure that the evaluation and treatment of its employees, applicants and subcontractors for employment are free from such discrimination and harassment. RTN shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Act implementing Government Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. RTN shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement, if any. RTN shall include nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Section 8
MISCELLANEOUS

8.1 Remedies. The Parties acknowledge that the breach of any of the obligations contained in Sections 5 or 6 of this Agreement may cause the other Party irreparable harm that could not be reasonably or adequately compensated in damages in an action at law. Accordingly, if either Party breaches or threatens to breach any of the provisions contained in Sections 5 or 6 of this Agreement, the other Party shall be entitled to seek an injunction, without bond, restraining the breaching Party from committing such breach. A Party's election to exercise its option to obtain an injunction shall not limit its right to any other remedies, including damages.

8.2 Subcontractors. RTN shall have the right to subcontract the performance of Obligations, or any portion thereof, to any third party provided that any such subcontractors shall comply with and be bound by the requirements of this Agreement, including but not limited to the confidentiality obligations set forth in this Agreement. The subcontracting Party shall remain fully responsible for any obligations it subcontracts, and RTN shall be solely responsible for payments due to its subcontractors.

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8.3 Force Majeure. If either Party is unable to perform its obligations under this Agreement by reason of the occurrence of an event of Force Majeure ("Force Majeure" defined as any fire, flood, pandemic or epidemic, earthquake, explosion, casualty, accident, labor dispute, lock-out or other industrial action, any act of God or public enemy, terrorism, riot or civil disturbance or (whether declared or undeclared) armed conflict, failure of common carriers and municipal ordinance, any state or federal law, government order or regulation, order of any court of competent jurisdiction, sabotage, failure or delays in transportation or communication, failures or substitutions of equipment, shortages of labor, fuel, raw materials, or equipment, technical failures, or anything which is beyond the reasonable control of the Party), then this Agreement shall remain binding on the Parties but the Party unable to perform its obligations shall be excused from the performance of such obligations for the period equivalent to the delay caused by the event of Force Majeure and if applicable, the period of the Roadtrip described in the Plan shall be extended accordingly. Neither RTN nor Participant shall be liable to the other for any failure or delay caused by an event of Force Majeure.

8.4 Dispute Resolution. Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, including, without limitation, any action or claim based on tort, contract, or statute, or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("Claim"), shall first be resolved by a meeting between senior representatives from each Party. If the senior representatives are unable to resolve the dispute, then the Parties shall proceed to a final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by the American Arbitration Association (the "Administrator") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. Depositions may be taken and full discovery may be obtained in any arbitration commenced under this provision. Any and all matters relating to evidence shall be controlled by the Federal rules of evidence then in force. Any decisions made shall be in the form of a principled written opinion. Each Party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim between the Parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this Provision, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.

8.5 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of California, without regard to its principles of conflicts of laws. This provision shall not apply if Participant is prohibited by applicable law from agreeing to a governing law provision.

8.6 Independent Contractor Status. RTN and Participant are independent contractors. Neither Party shall represent to any third party that such Party or its agents or employees are officers or employees of the other Party, nor shall such Party or its agents or employees enter into any agreement involving the other Party, incur any obligations on the other Party's behalf, or commit the other Party in any manner without such Party's prior written consent. As an independent contractor, neither RTN nor Participant nor their respective agents or employees are eligible for any employee benefit programs from the other Party, including separation pay. Nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the Parties.

8.7 Non-Exclusivity. Participant acknowledges and agrees that the Obligations performed by RTN pursuant to this Agreement are not provided on an exclusive basis. Accordingly, RTN shall have the right to contract with others for services which are the same or similar to the Obligations performed by RTN during the term of this Agreement.

8.8 Notices. All notices required or permitted hereunder shall be in writing addressed to the respective Parties as set forth herein, unless another address shall have been designated in accordance with this Section, and, unless otherwise specified, shall be delivered by hand, by courier with confirmation of delivery, by facsimile, by email, or by registered or certified mail, postage prepaid. In the case of notices to RTN, notices shall be sent to

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RTN, 1626 Placentia Ave., Costa Mesa, CA 92627, Attn: Kelsey Cox. In the case of notices to Participant, notices shall be sent to Anaheim Union High School District, 501 N. Crescent Way, Anaheim, CA 92801 Attn: Michael Matsuda. All notices shall be effective upon receipt. If notices are delivered via email they should be delivered to matsuda_m@auhsd.us and carbon copy (cc) cobian_c@auhsd.us (if to Participant) and to kcox@roadtripnation.org (if to RTN).

8.9 Assignment. Neither Party may assign or transfer this Agreement, or any interest herein or claim hereunder, without the prior written consent of the other Party, except that RTN may assign this Agreement to Strada Collaborative, Inc., an affiliate within its corporate network, upon advance written notice to Participant, so long as the affiliate agrees to perform the term and conditions of this Agreement.

8.10 No Waiver. No failure by either Party to exercise, or to delay in exercising, any rights hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right hereunder by either Party preclude any other or future exercise of that right or any other right hereunder by that Party.

8.11 Entire Agreement; Conflict. This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, constitutes the entire agreement between the Parties relating to the matters covered by this Agreement and supersedes all prior agreements and/or understandings between the Parties, whether oral or in writing, relating to the matters covered by this Agreement. To the extent of any conflict between this Agreement and a Plan, the Plan shall control. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the Party sought to be bound.

8.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other (including via facsimile, transmission of a pdf or scanned copy or by similar means of recorded communication), it being understood that all Parties need not sign the same counterpart.

8.13 Pupil Safety. During the entire term of the Agreement, the Contractor, including all subcontractors, if any, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the Contractor's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the Contractor. Attached is the District's standard Certification by Contractor Criminal Records Check (EXHIBIT C) form that must be completed prior to commencement of any work, if applicable.

8.14 Student Data. RTN shall complete the California Student Data Privacy Agreement or CSDPA (EXHIBIT D). California has passed student data privacy laws, Ed Code 49073.1 (incorporating AB 1584) and California Business & Professions Code 22584 (incorporating SOPIPA), that require schools to only enter into contracts for digital resources that meet the stated data privacy thresholds; therefore, the need to have a signed data privacy agreement. If RTN has a CSDPA V2 contract with an Exhibit E with another District, the Participant may elect to execute it's own Exhibit E.

8.15 Student Supervision. Participant will inform any students anticipated to have in-person contact with RTN that the student must be accompanied by a Participant representative and/or a parent or guardian. Participant is responsible for providing a suitable Participant representative and/or coordinating with student parents or guardians to chaperone the students during any event where in-person contact is anticipated. RTN, including its affiliates and/or assignees, is responsible to ensure that RTN will not

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interact with any student who is unaccompanied by a Participant representative and/or a parent or guardian.

[signatures appear on following page]

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above-written.

ROADTRIP NATION, LTD.

By: DocuSigned by: Ariella Tenuta F00CCDDD09Z244C...

Name: Ariella Tenuta
Title: Chief Financial Officer
Date: 6/8/2021

Anaheim Union High School District

By: DocuSigned by: Michael Matsuda 6F397A33EA22421...

Name: Michael Matsuda
Title: Superintendent
Date: 6/8/2021

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EXHIBIT A

Activation Plan
Effective Date: June_7___, 2021

1. **Introduction & Overview of Obligations**

Roadtrip Nation, Ltd. ("RTN") and Anaheim Union High School District ("Participant") will cooperate to provide a community landing page that is intended to be used by students and learners throughout the eastside Orange County Community (collectively, the "Obligations") pursuant to the Cooperation Agreement dated June___7___, 2021 (the "Cooperation"). As a result of the COVID-19 pandemic, physical job shadowing opportunities have greatly reduced in number. This project is intended to provide a COVID-19 response platform to provide curated storytelling content to inspire and provide hope and stories of resilience to students and learners throughout the community, to focus on virtual work in furtherance of work readiness, and to focus on social emergency learning to build self-efficacy during the COVID-19 pandemic and beyond. The community landing page also provides virtual job shadowing and connects students and learners to career pathways, internships, and local organizations. The Roadtrip Nation Experience also described below provides digital curriculum to that enables students to connect and interview with employers in the area while building digital literacy, social capital, and career development skills. Evidence suggests that, for at risk students, engaging with Roadtrip Nation content correlates with increase in self-efficacy and general confidence. Capitalized terms used but not defined in this Activation Plan shall have the meanings set out in the Cooperation Agreement.

2. **Obligations**

RTN will deliver the following components of the Obligations, according to the estimated dates below (all dates set forth below are subject to change as determined by RTN in its reasonable discretion), for the ultimate benefit of the end users consuming the content created under this Plan. Participant will exercise reasonable efforts to establish partnerships with local community-based organizations to promote the deliverables and amplify the reach of the deliverables to employers, youths, parents and others, including students and youth throughout the eastside Orange County Community. Participant shall reasonably cooperate with RTN to ensure a smooth onboarding process and delivery of the Obligations. Participant understands and agrees that its failure to provide information or materials to RTN in a timely manner may cause a delay in delivery of the RTN Obligations on the timelines set forth herein. In such a case, RTN shall inform Participant in writing of updated delivery dates and timelines, as necessary. Participant agrees that RTN shall have no liability to Participant as a result of such delays. RTN will consult with Participant regarding the content of the Obligations listed below, but RTN remains responsible for final approval of such content.

2.1. Community Landing Page

2.1.1. RTN will develop and host a community landing page (the "Landing Page") that will be publicly accessible by viewers without requiring end users to create an account. Participant will provide one logo for inclusion in the Landing Page on or before June 15, 2021. The Participant will have the right of final approval prior to the release of the Landing Page.

2.1.2. The Landing Page will include the following elements:

2.1.2.1. Roadtrip Nation Interview Videos

2.1.2.1.1. The Landing Page will feature a curated collection of Interview Archive videos, including leaders who have overcome hurdles and found career success, including highlights, full interviews, and day in the life videos.

2.1.2.2. Roadtrip Nation Documentary Films The Landing Page will showcase RTN documentary films focusing on themes like Opportunity Youth, Diversity in Tech, Women in Science, Community College Pathways, First Gen College Students and DREAMers and shall be appropriate and approved for viewing by persons of all ages by having the equivalent of a "G" rating under the MPAA ratings system.

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2.1.2.3. Action Tiles. The Landing Page will include a maximum of eight (8) custom action tiles or resources that link to additional resources provided by Participant.

2.1.2.3.1. Participant may suggest and provide relevant content for these action tiles, such as links, videos and downloads, no later than June 15, 2021. RTN reserves the right to review and discuss all Participant content, prior to placement, but Participant has the final right of approval.

2.1.2.4. Share Your Road

2.1.2.4.1. The Landing Page will include a call to action for local professionals to connect to RTN's Share Your Road ("SYR") platform to share their experiences and insights with the next generation. The platform is be designed for professionals to pass on their insights to the next generation of prospects through a one-to-many format that will enable their stories to be leveraged in an evergreen way.

2.1.2.4.2. SYR Profiles. Individual participants retain ownership of all information provided in connection with their profiles created as part of the SYR platform, and the use of such information is governed by RTN's Terms of Service and Privacy Policy, which can be found at www.roadtripnation.com.

2.1.3. The Landing Page and all content featured or included therein is provided on an "as is" and "as available" basis without any warranties of any kind, and RTN expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. Participant acknowledges that RTN does not warrant that access to the Landing Page will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of SYR.

2.1.4. Upon termination of the Agreement, RTN will transfer copies of any videos produced by Participant or Participant's students that had been incorporated into the Landing Page, including the Student Project Interview Videos defined below to the Participant within thirty (30) days in a usable format. Participant and/or Participant's students, as applicable, shall retain ownership of such videos produced by Participant and/or Participant's students.

2.2. Roadtrip Nation Experience

2.2.1. To further the Cooperation and as part of the Landing Page described above, RTN will provide access to its work-based project experience (the "Roadtrip Nation Experience") for mentors/educators to help students develop the skills necessary to successfully navigate authentic career exploration.

2.2.2. The Roadtrip Nation Experience shall be hosted by RTN and includes limited support from RTN staff, as more specifically set forth herein. RTN remains responsible for providing technical support as needed to access the Roadtrip Nation Experience.

2.2.3. Participant remains responsible for disseminating access through Participant's network.

2.2.4. Restrictions on Use. Participant acknowledges that access to the Roadtrip Nation Experience is provided to Participant pursuant to the terms of this Agreement and that RTN retains ownership of all right, title and interest in and to the Roadtrip Nation Experience, including all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights, and trade secret rights) subject to the limited license granted to Participant herein. Participant agrees not to (i) copy, modify, or reverse engineer the Roadtrip Nation Experience, make derivative works based upon the Roadtrip Nation Experience, or use the Roadtrip Nation Experience to develop any products, without RTN's prior written approval, or (ii) sell, license, rent, or transfer the Roadtrip Nation Experience to any third party.

2.2.5. Modifications. Participant hereby assigns to RTN, all right, title and interest (including, without limitation, all patent rights, design rights, copyrights, and trade secrets) in any modifications or improvements to the Roadtrip Nation Experience which Participant may propose or which Participant and RTN may jointly make during the Term of this Plan.

2.2.6. Student Works. Students may have certain rights under applicable laws and Participant policy in academic, inventive, and creative works which they use or produce in the course of participation in

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the activities contemplated by this Agreement, which rights are not altered, assigned, or otherwise affected by this Agreement. Participant acknowledges that RTN does not claim any ownership of any intellectual property rights or any other proprietary interests associated with student projects created as part of the Roadtrip Nation Experience. Submission of the completed Roadtrip Nation Experience student project to the instructor is unrelated to submission of the resulting leader profile, as addressed below.

2.2.7. Leader Profiles. Upon completion of a leader profile as part of a Roadtrip Nation Experience project, an email will be sent to the leader notifying the leader that the profile is complete and providing the leader with access to their profile within the SYR platform. The leader assumes ownership of their profile consistent with RTN's Terms of Service and Privacy Policy, which can be found at www.roadtripnation.com, and the leader may edit and submit their profile via the normal SYR approval process. A leader will never have access to a Roadtrip Nation Experience student project, only the completed profile through the SYR platform.

2.2.8. Student Information. As part of the creation of the leader profile through the Roadtrip Nation Experience student project, students may have the option to include their first name, last name and school as part of an "Interviewed By" section in the leader profile. If made available, this option will be voluntary and will not appear as part of the profile unless the student affirmatively elects to include their information. RTN will not request any student information from Participant for the purposes of the leader profiles.

2.2.9. The Roadtrip Nation Experience is provided on an "as is" and "as available" basis without any warranties of any kind, and RTN expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. Participant acknowledges that RTN does not warrant that Roadtrip Nation Experience access will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of Roadtrip Nation Experience.

2.3. RTN Interview Videos – Participant will identify three leaders (potentially selected from student projects from the Roadtrip Nation Experience) and produce video content that will live on the Landing Page and will also be contained within RTN's Interview Archive (the "RTN Interview Videos"). RTN and Participant will collaborate on the themes and individuals represented in the RTN Interview Videos.

2.3.1. RTN Interview Video Production. RTN will create a maximum of three (3) RTN Interview Videos.

2.3.1.1. Production Timeline

2.3.1.1.1. Pre-production. Participant is responsible for identifying potential interviewees and providing contact info or introductions to interviewees; RTN is responsible for scheduling and preparing interviewees. The filming will be limited to [one region and no more than two] business days, to be mutually agreed to by both RTN and Participant. <__August 2021_____>

2.3.1.1.2. Production. RTN to carry all on-site production logistics. <_____September 2021_____>

2.3.1.1.3. Post-Production. Includes the footage ingestion, editing, color correction, audio mixing and exporting of the RTN Interview Videos. RTN to carry all post-production work and Participant may review RTN Interview Videos using the following protocol. <____October 2021_____>

2.3.1.2. Review Protocol

2.3.1.2.1. RTN will share one (1) initial rough cut of each edited RTN Interview Video with Participant for review. Participant may provide RTN with feedback and comments regarding each RTN Interview Video.

2.3.1.2.2. In order to ensure that RTN adheres to its production schedule, RTN must insist that Participant provide its feedback and comments to RTN in writing within five (5) business days of receipt of the RTN Interview Video. If Participant does not respond

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within such 5-day period, the RTN Interview Video will be deemed approved by Participant.

2.3.1.2.3. If the issues within a certain RTN Interview Video are significant enough that Participant feels it necessary to see a second cut before approving such RTN Interview Video, Participant shall request one (1) additional review in writing to RTN and RTN will share the re-edited version with Participant. Participant shall provide any further comments to RTN in the same manner and time frame as provided the previous subsection.

2.3.2. Custom Video License and Term. RTN shall solely and exclusively own all intellectual property rights in and to the RTN Interview Videos, however, RTN grants to Participant a non-exclusive, non-transferrable, royalty-free right and license to each of the RTN Interview Videos commencing as of the delivery date of each video and continuing through August 31, 2027 ("Custom Video Term"). During the Custom Video Term, Participant may use the RTN Interview Videos for use within its social media channels, as well as for internal purposes, such as presentations. Participant may not edit or alter the RTN Interview Videos, unless approved by RTN. RTN may agree, in writing, to extend the license of the RTN Interview Videos beyond the Custom Video Term at no cost to Participant, upon the mutual agreement of the Parties. Notwithstanding the expiration of the Custom Video Term, Participant may continue to use the RTN Interview Videos for internal purposes and historical or archival records, and may request, on a case by case basis, permission from RTN to use individual RTN Interview Videos for other purposes. This provision shall survive the expiration or termination of the Agreement in accordance with the terms herein.

2.4. Student Project Interview Videos

2.4.1. RTN will provide to Participant a resource (the "Resource") detailing RTN's requirements for content inclusion within its Interview Archive for the use of Participant's Summer Film Academy students in their creation of video content ("Student Project Interview Videos") and will meet at least one time, virtually or in person at RTN's discretion and subject to reasonable COVID-19 safety protocols, with the Summer Film Academy students while the students are under Participant's supervision.

2.4.2. Participant may select up to ten (10) Student Project Interview Videos created in compliance with the Resource to submit to RTN by July 9, 2021 for RTN's consideration to potentially include as many as four (4) eligible Student Project Interview Videos within the Landing Page or other opportunities.

2.4.3. In order to be eligible for consideration, each Student Project Interview Video submitted must be accompanied by executed releases, which may be in the form attached as Exhibit E for any individual participants, including the student interviewer (and as signed by a parent for minors), and the leader being interviewed, and Exhibit F for any corporate participants, or another mutually agreeable form.

2.4.4. RTN acknowledges that Participant and/or the students retain ownership of the Student Project Interview Videos. By providing the Student Project Interview Videos, Participant agrees and shall ensure that RTN shall have a perpetual, irrevocable, worldwide, royalty-free, assignable, transferable and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute, in any form, the Student Project Interview Videos.

3. **License**

RTN grants to Participant a non-transferable, non-exclusive license to access the Landing Page and the Roadtrip Nation Experience from June 1, 2021 to August 31, 2024. Upon the expiration or termination of this Plan, the license granted by RTN to Participant shall terminate, unless mutually extended as described in further detail below in Section 6.

4. **Publicity**

RTN shall provide to Participant specific messaging regarding the Obligations to be shared with the public by Participant. All other social media posts, media releases, public announcements, and marketing materials related to the Obligations shall be mutually approved prior to release. Participant may submit a marketing plan to

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Participant for pre-approval of such materials. If a Party submits a marketing material to the other Party for review, if there are no objections within six (6) business days, the material shall be deemed to be approved.

5. **Financial Terms**

5.1. The Parties acknowledge funding for the Cooperation shall be provided as determined by Participant in support of RTN's charitable mission and programs as follows, and that Participant's funding commitment set forth in the Plan constitutes a portion of the total funding required for the Cooperation.

5.2. RTN shall bear all of its costs and expenses (including business and travel expenses) incurred in connection with performing the Obligations under this Agreement, except as may be provided in the Plan.

5.3. Milestone and Invoice Schedule

Component	**Milestone**	**Completion Dates**	**Cost**	**Invoice Date**
Roadtrip Nation Experience	Access made available to the Roadtrip Nation Experience	Ongoing, for duration of the RTNE term	$0	n/a
Community Landing Page	Launch of Community Landing Page	August 2021	$75,000	Upon execution of Cooperation Agreement
RTN Interview Videos (3) production	Inclusion on the community hub	October 2021	$50,000	Upon execution of Cooperation Agreement
Year 1 Total			**$125,000** **($50,000 of the above amount will be funded via grant from OCCF to Participant)**	
Continued Access of Community Landing Page	Ongoing maintenance and support	Ongoing, for duration of the term in years 2 and 3	$50,000 per year for year 2 and year 3	$50,000 – 8/1/22 $50,000 – 8/1/23

**A portion of project-related fees covered by other funders; amounts reflect Participant's contribution only.*

5.4. Invoice and Payment Schedule: Invoices shall be sent pursuant to the schedule provided in Section 5.3 and paid within 30 days of receipt of invoices.

5.5. If Strada Education Network fails to pay any or all of its contribution to RTN, it will have no effect on the performance or deliverables to be provided hereunder and work shall continue as such. Participant will not be obligated, expressly or by inference, to pay any portion owed by Strada Education Network to RTN or to any subcontractors performing services per this Agreement.

5.6. RTN will provide reasonable support to Participant in connection with any reporting requirements of OCCF associated with the funding provided in support of this Plan.

6. **Term Length**

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The length of the term of this Plan shall begin on the Effective Date and expire on August 31, 2024. If Participant desires to continue access to the curated content hosted and maintained by RTN, the parties may agree in writing to renew the term of this Plan for one-year intervals by mutual written consent only. Any ongoing fees will not include fees related to the initial implementation but may account for any mutually agreed modifications or developments.

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EXHIBIT B

Roadtrip Nation Brand Guidelines

See attached.

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EXHIBIT C

Certification by Contractor Criminal Records Check

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EXHIBIT D

California Student Data Privacy Agreement

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EXHIBIT E

Student and Leader Interview Project Participant Release

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EXHIBIT E

ROADTRIP NATION

CONSENT, RELEASE AND WAIVER OF LIABILITY AGREEMENT

By my signature below, I understand and agree that I (and/or my minor child if child is under the age of 18) am participating in the creation of content for use by Roadtrip Nation, Ltd., a Delaware non-profit corporation, its licensees, partners, contractors, service providers, successors, agents and/or assigns (collectively, "Producer"), in any and all work or materials created by Producer or for Producer's use in any and all media throughout the universe, whether now known or hereinafter devised, including, without limitation, audio, video, print, broadcast, and all electronic media including social media, and digital media online and offline (the "Programs"). In consideration of Producer permitting me to participate in the production of content by or for Producer, I hereby agree as follows:

Producer may record, film, photograph and/or videotape, edit, exhibit or otherwise use my (and/or my minor child if child is under the age of 18) name, voice, picture, appearance, photographs, images, video and other reproductions of my physical likeness, sound, conversation (including transcripts thereof), biographical data and/or background information and materials, whether provided by me, a third party or gathered by Producer (collectively, the "Materials") in the Programs in connection with the sale, advertising, exhibition, promotion, publication, marketing, distribution, publicizing, merchandising and any other form of exploitation of the Programs or any part thereof, including Producer's other products, throughout the world in perpetuity, at Producer's sole and exclusive discretion. Producer may include in the Programs narration or written comments or other information, descriptions, etc. about me, and the events or incidents of which I am a part or of which are part of the Materials. Producer has the sole and exclusive right not to include me in the Program and to use the Materials in a manner that does not identify me as the author. I understand and acknowledge that Producer is the sole owner of the Programs and all materials produced from or relating to the Programs. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with Producer's use of the Materials. I hereby waive any and all rights to review or approve any use of the Materials. I represent and warrant that I have not entered into, and will not enter into, any agreement that subjects or would subject me to obligations that conflict or are inconsistent with the operation of this Agreement.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

I acknowledge that Producer cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 while participating in Producer's productions or activities. It is not possible to prevent against the presence of the disease. Therefore, by choosing to participate in Producer's productions or events, I may be exposing myself to and/or increasing my risk of contracting or spreading COVID-19.

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to participate in Producer's production or activity. These experiences are of such value to me that I accept the risk of being exposed to, contracting,

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and/or spreading COVID-19 in order to participate in Producer's productions or activities.

I do hereby release forever and waive my right to bring suit against Producer, and all other persons/entities involved in the production, exhibition, distribution, sponsorship, advertising, or other exploitation of the Programs or the Materials, from any and all claims, costs, expenses, damages, attorneys' fees and causes of action of any kind or nature without limitation (collectively "Claims"), and hereby waive all such Claims, known or unknown, foreseen or unforeseen, which I may now have or forever in the future may obtain, including without limitation, those for invasion of privacy, trespass, right to publicity or other civil rights or defamation (including without limitation libel and slander) which may arise from the exploitation of the Programs or claims in connection with exposure, infection, and/or spread of COVID-19 related to participating in Producer's productions or activities including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, as provided herein. I affirm that neither I, nor anyone acting on my behalf or as my representative, gave or agreed to give anything of value to any employee or contractor of Producer or any representative of any television station, network or production entity for arranging my appearance on the Programs.

This Agreement is the full and complete understanding between me and Producer, replaces all other agreements, whether spoken or written, with respect to the Materials referred to above and may not be changed except in writing and signed by both of us. This Agreement shall be governed by the laws of the State of California and I consent to jurisdiction in California without regard to any conflict of law or choice of law principles with respect to any claim made regarding the Materials, this Agreement, or between me and Producer. The terms of this Agreement are separate and independent, and should any term be declared invalid or unenforceable by a court or other appropriate tribunal, the remaining provisions and terms shall remain in full force and effect.

I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have read and signed this release of my own free will. If signing on behalf of a minor child, I warrant that I am a parent or legal guardian of the minor and have read the foregoing Agreement, and that I am fully familiar with the contents thereof. This Agreement shall be binding upon the minor and me, and our respective heirs, legal representatives, successors and assigns.

Updated April 2021

SIGNATURE:_____ DATE: _____

NAME (Print):_____

EMAIL:_____ PHONE:_____

ADDRESS:_____

Parent/Guardian Signature (if participant is under 18):_____

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EXHIBIT F

Company Release

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EXHIBIT E

COMPANY RELEASE AND CONSENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Company hereby irrevocably consents to and authorizes the use and reproduction by Roadtrip Nation, Ltd. and Roadtrip Productions, Ltd. (together, "Roadtrip"), or any existing or after acquired or created affiliate, subsidiary, assigns, licensees or successor organization of Roadtrip, to use the Company's name as well as Company's product(s), product likeness(es), copyright(s), trademark(s), artwork, tagline(s), insignia, indicia, and/or logo(s) (collectively, "Product Likeness") in Roadtrip's productions, including video, photographs and other instances, and any versions or edits thereof, produced by Roadtrip or produced for Roadtrip's use which may be displayed and/or broadcast for any purpose in any and all media throughout the World, without limitation as to duration or frequency of usage, in perpetuity and royalty free, for any purpose, including but not limited to editorial, advertising, and promotion.

It is understood that Roadtrip shall have the right but not the obligation to make use of the Company name, images, likenesses, logos and/or signage and/or Product Likeness as permitted hereunder. Company hereby waives any rights to inspect and/or approve the Video incorporating the Name and/or Product Likeness.

The undersigned hereby warrants and represents that he/she has the full right and authority to enter into this agreement concerning the Company name, images, likenesses, logos and/or signage and Product Likeness and that Roadtrip does not need the consent or permission of any other person, firm or corporation in order to use the Company name, images, likenesses, logos and/or signage and/or Product Likeness as described above.

Company hereby indemnifies and agrees to hold Roadtrip, and its respective officers, directors, shareholders, employees, agents, contractors, licensees, successors, and assigns free and harmless from and against any and all loss, costs, liability, damages, or claims of any nature including, but not limited to reasonable attorney's fees, arising from, growing out of, or concerning a breach or alleged breach of the above warranties and representations.

Company Name	Title
Signature	Email Address
Printed Name	Date

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DEFINE YOUR OWN ROAD IN LIFE

ROADTRIP NATION

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Our Manifesto

SO, WHAT DO YOU WANT TO DO WITH YOUR LIFE?

Everywhere you turn, people try to tell you who to be and what to do. We call that the Noise. Block it. Shed it. Leave it for the conformists.

This is a movement about being true to who you are. Self-construction rather than mass production.

Define your own road in life instead of traveling down somebody else's. Listen to yourself.
Your road is the open road. Find it.

Find the open road.

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ROADTRIP NATION IS A MOVEMENT



And at its heart, it’s a movement about being true to yourself.

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WHEN WE STRUCK OUT IN AN OLD RV, WE WEREN'T SURE WHAT WE'D FIND.

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WE WERE LOOKING FOR A DIFFERENT PATH.

The one we saw our lives on felt wrong—it threatened to flatten who we are, bury it and cover it over with something false.

So we hit the road to find the people who had refused to give in—the ones who had gone after something greater than riches or status, following their interests where they led, even through failure, criticism, struggle.

We met them in high-rises, at home, in wide open pastures and boats at sea—and we asked them real questions about how to build a life on your own terms.

And what we found in their stories was bigger than our journey alone.







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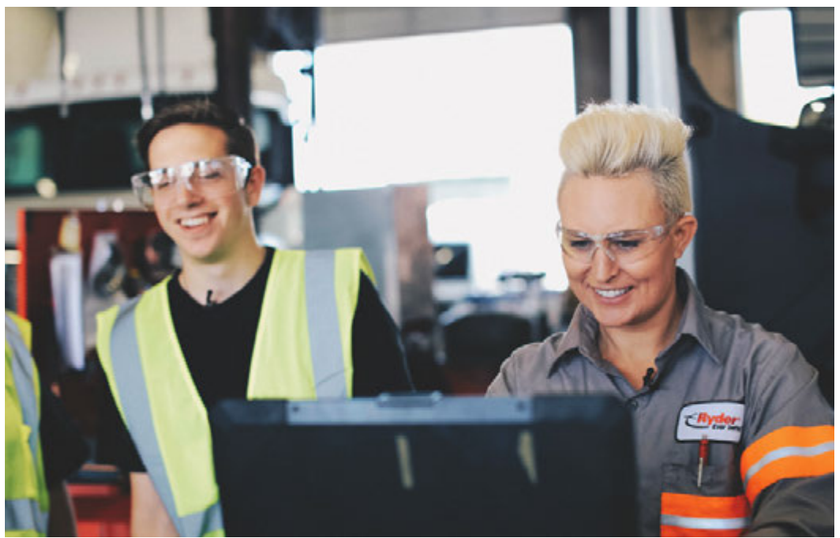














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ON THE ROAD, WE FOUND A NEW APPROACH.

It starts with letting your interests lead you, and growing your skills and work from there. Your life is yours to define. You decide what's most important to you—no one else.

It sounds simple, but in practice it's radical.



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WE BELIEVE THAT ANYONE CAN BUILD A LIFE AROUND THEIR INTERESTS

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THERE'S POWER IN DOING WORK THAT'S TRUE TO WHO YOU ARE.

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WE'VE SEEN IT FIRSTHAND—

In the science teacher who makes a national park the classroom, in the engineer whose failures bred the fearlessness to land rovers on Mars, in the filmmaker who started telling stories as a kid and never stopped.

We send their stories rippling out to show you what's possible when you listen to yourself and go relentlessly after what matters to you.



Ariel Helwani, MMA Journalist

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OUR MISSION IS TO EMPOWER PEOPLE TO DEFINE THEIR OWN ROADS IN LIFE.

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SHED THE NOISE

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WE DON'T TELL PEOPLE WHO TO BE OR HOW THEY SHOULD LIVE THEIR LIVES.

Why are we telling you this? Because it's core to what we do.

The starting point of this journey has always been dividing who we are from what other people push us to be.

Self-doubt, external pressures, false ideas of what success is and isn't—we call all that the Noise, and we help people block it and listen to themselves. We will never become the Noise for those who seek us out.

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WE ARE STORYTELLERS

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WE CAPTURE TRANSFORMATIVE EXPERIENCES AND SHARE THEM WITH THE WORLD.



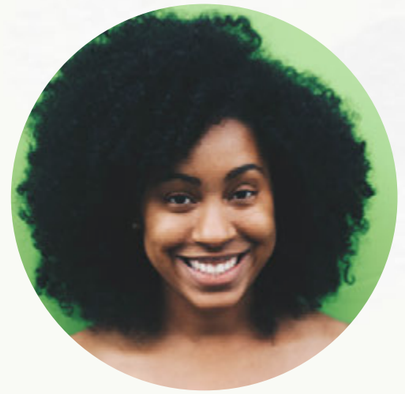


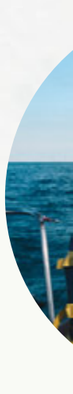
"I'm more excited to see where I am two years from now than I ever was before."
—Rachel, DREAMers Roadtrip





"I still have the mystery of not knowing what I'm going to do, but now I have the confidence to meet whatever comes my way."
—Fawna, New Zealand Roadtrip









"This road trip made me realize how much is out in the world, yet how accessible it all is...It's all within reach."
—Ben, Design Roadtrip



"I'm prepared for whatever obstacles may come, because the advice that I've gotten, the stories that I've heard, are with me forever now."
—Estephanie, Beating the Odds Roadtrip





"This trip made me get out of my comfort zone."
—Antwan, Cybersecurity Roadtrip



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We send people out on the road to venture beyond what they know. They are not hosts reading a script. They are not a cast to be directed. Our roadtrippers are real people, poised at a turning point, looking for guidance.

They find it in the life stories of the people they meet on the road. In the details of their struggles and successes, the process of building a life guided by your interests unfolds.

BECAUSE IT IS A PROCESS, AND IT'S LIFELONG.



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AUTHENTIC

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EMPOWERING

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RELATABLE

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WHY GIVES PURPOSE TO HOW

People can't push through challenges if they don't know why the challenge matters. We help people find the why, then build the how. That means helping them figure out what's most important to them at the beginning of the process, so they can move ahead and put purpose and understanding behind every step.

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WE CREATE TRANSFORMATIONAL EXPERIENCES.

We create experiences where people can go beyond what they know. We do this primarily by sharing the stories of leaders who have navigated uncertainty and overcome struggles. Their stories introduce anyone in need of guidance to careers that connect to their interests, new insights about themselves, and new possibilities for their future.

THE STORY IS CORE.

Advice without story is Noise. We focus on the details of a person's journey—not just the end point. The insights we're seeking are in the twists and turns. We dig into the stories around moments of tension and change, to show how people overcame struggles, faced failure, and built their own version of success.

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WE VALUE EXPLORATION, CELEBRATE VULNERABILITY, AND SHOWCASE DISCOVERY.

We facilitate deep, personal, and often life-changing connections between roadtrippers and leaders. To make this possible, we work hard to create a safe, nonjudgmental environment where the roadtrippers can learn and grow, and where leaders who overcame adversity to blaze unique paths for their lives can share their deeply personal stories.



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CAREER EXPLORATION AS EXPANSIVE

Conventional practice is to narrow down your career options, find one path, and reverse-engineer your way into it. But that can lock you on one path before you know who you are. We believe the journey should open up possibilities—not shut them down. Because there's no one way to work in a career, and no one way to get there.

With every inch forward, you grow, gain experience, develop skills, and see more than you could before. When you treat career exploration as expansive, your future is flexible, and it's determined by you.

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“LET GO, DEFINE, BECOME” IS THE CORE OF EVERY STORY WE TELL.

The process of self-construction is the foundation of all of our work. Let go of what’s expected, define what matters to you, then become who you want to be. It’s the arc represented in the leaders’ stories of overcoming the Noise and defining success on their own terms, and it’s the story of the roadtrippers’ experiences of leaving their doubts behind and discovering a new future for themselves.

ROADTRIPPERS ARE REAL PEOPLE AT A TURNING POINT, LOOKING FOR GUIDANCE.

The roadtrippers are here, first and foremost, for the personal impact this experience will have on their lives—but just as important, they’re here to share their story in the hopes that their journey can impact and inspire others.



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VALUES

ALL DECISIONS ARE DICTATED BY OUR SENSE OF JOURNALISTIC INTEGRITY AND COMMITMENT TO EDUCATION.

We got our start on public television and that continues to define who we are today. We're committed to telling authentic stories, and that extends to everything we make, from documentaries to career exploration resources. We don't push people in a predetermined direction and we feature a diverse (and sometimes contradictory) set of stories in order to let individuals define their own road.





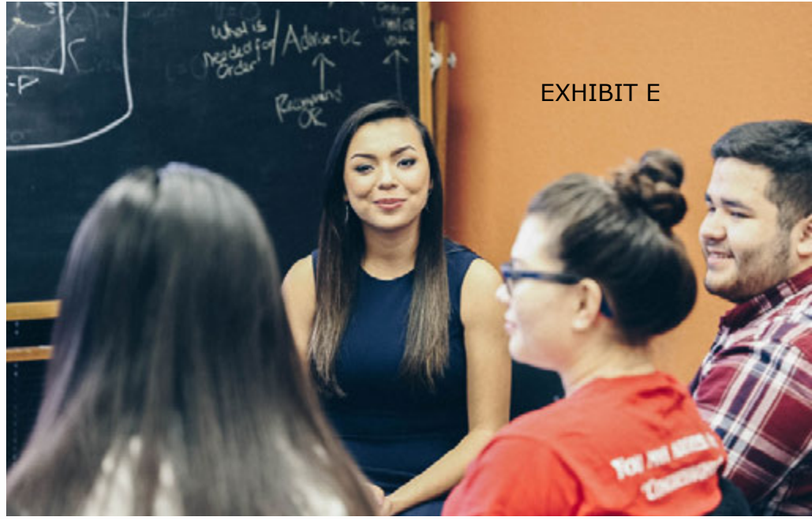


EXHIBIT E



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ROADTRIP
NATION

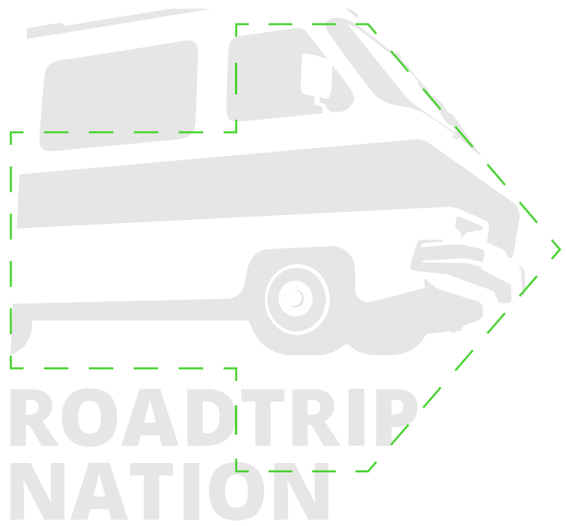
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LOGO GRID

Roadtrip Nation is a progressive, forward-thinking, forward-moving company dedicated to helping people find their own roads in life. Our logo should express the same.

Within the invisible grid that helps develop the logo, the RV icon and type all have a forward movement that helps keep the logo from feeling stagnant and stale.

Alongside the shape, to enhance movement, the perspective has been further developed to give it a depth and dimension.





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LOGO GRID









Full Logo | Horizontal | Icon Only | Logo Type

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SPACING



Full Logo

R x2



Other Logos

R x1



Minimum Width = 32px

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COLOR & BALANCE

EXHIBIT E

45%
WHITE OR IMAGE

30%

25%

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TYPOGRAPHY: HEADER

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SOCIAL ICONS

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IMAGE EDIT



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PORTRAITS

EXHIBIT E

+/- shoot flash
+/- color balance
+ noise
+ medium contrast
+ minor retouch
+ front profile
+ solid background

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EXHBIT C
ANAHEIM UNION HIGH SCHOOL DISTRICT
FINGERPRINT REQUIREMENTS AND CERTIFICATION

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice 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 Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

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CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

EXHIBIT E

To the Governing Board of Anaheim Union High School District:

I, _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors 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 _____, California on _____.
Date

_____
Signature

_____
Typed or printed name

_____
Title

_____
Address

_____
Telephone

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EXHIBIT E

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Anaheim Union High School District

AND

Provider: Roadtrip Nation, Ltd.

Date: 6/7/2021

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EXHIBIT E

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Anaheim Union High School District

(hereinafter referred to as "LEA") and (hereinafter referred to as "Provider") on . The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h;and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: **PURPOSE AND SCOPE**

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

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2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

Access to a community landing page with curated Provider content, including Participant's Share Your Road portal and Roadtrip Nation Experience, which allows the creation of user accounts for the submission of user-generated content.

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA, with license to Provider as described in the Service Agreement. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the

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request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

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5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.
6. **Information Sharing.** LEA acknowledges that certain user-generated content submitted to Provider will be retained and publicly displayed in accordance with normal functionality. Consistent with its charitable mission, Provider may share information related to the services with its parent company and independent contractors, so long as such sharing is otherwise consistent with all laws referenced herein.

ARTICLE III: **DUTIES OF LEA**

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of

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development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.3l(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

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attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

   a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

   b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

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Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

a. **Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

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monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. **Data Breach.** In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

i. The name and contact information of the reporting LEA subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

c. At LEA' s discretion, the security breach notification may also include any of the following:

i. Information about what the agency has done to protect individuals whose information has been breached.
ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

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e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data..

2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section l(b), and Article II, section 3, above.

4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

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provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Brad Minami
Title: Director of Purchasing and Central Services

Contact Information:
minami_b@auhsd.us
714-999-3602
501 Crescent Way, Anaheim, CA 92801

The designated representative for the Provider for this Agreement is:

Name: --Kelsey Cox---------
TitIe: ----------

Contact Information:
1626 Placentia Ave., Costa Mesa, CA 92627,

kcox@roadtripnation.org

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: _ _ _ _ _ _ _ _ _ _ _ _
Title: _ _ _ _ _ _ _ _ _ _ _ _

Contact Information:

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

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either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Roadtrip Nation, Ltd.

DocuSigned by:

BY: Kelsey Cox BE92ABA71059434... Date: 6/8/2021

Printed Name: Kelsey Cox Title/Position: VP, Program Management----------

Local Education Agency: Anaheim Union High School District

DocuSigned by:

BY: Brad Minami 638FCFEE15B545A... Date: 6/8/2021

Printed Name: **Brad Minami** Title/Position: Director of Purchasing and Central Services

Note: Electronic signature not permitted.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

See Service Agreement:
Community Landing Page
Share Your Road
Roadtrip Nation Experience
Student Project Interview Videos

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EXHIBIT E

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EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with aoolication	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communication	Online communicatiom that are captured (emails, blog entries)	X
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specifv:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

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EXHIBIT E

				number
Parent/ Guardian ID	Parent ID number (created to link parents to students			State ID number
				Provider/App assigned student ID number
Parent/ Guardian Name	First and/or Last			Student app username
				X
Schedule	Student scheduled courses Teacher names			Student app passwords X
			Student Name	First and/or Last
	English language learner information			Program/appli-cation performance (typing program-student
	Low income status		Student In App Performance	types 60 wpm, reading program-student reads below grade level)
	Medical alerts /health data			
Special Indicator	Student disability information			
	Specialized education services (IBP or 504			Academic or extracurricular activities a student may belong to or partic!2ate in
	Living situations (homeless/ foster care)		Student Program Membership	
	Other indicator information- Pleases eci		Student Survey Responses	Student responses to surveys or _guestionnaires
Student X Contact Information	Address		Student Identifiers	Local (School district ID
	Email			
	Phone			

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Student generated content;

Student work writing,

2_ictureset c. Other student

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	work data - Please soecifv:	
Transcript	Student course g:rades	
	Student course data	
	Student course grades/perfor-mance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assig:nment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please soecifv:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time ___
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

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EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K- 12 school purposes and was designed and marketed for K- 12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pil content.

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Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

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Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PU.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

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EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Anaheim Union High School District directs to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

Extent of Disposition Disposition shall be:	___ Partial. The categories of data to be disposed of are as follows: Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	Destruction or deletion of data. x Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data, except for data available for public display per normal functionality.
Timing of Disposition Data shall be disposed of by the following date:	___ As soon as commercially practicable By (Insert Date) _____ **15 days after transfer confirmed by AUHSD CTO** D

/ Erik Greenwood, CTO

Authorized Representative of LEA — Date

Verification of Disposition of Data by Authorized Representative of Provider — Date

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EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **Anaheim Union High** 0 and which is dated to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider:

BY:_____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY:_____ Date: _____

Printed Name:_____ Title/Position:_____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name:_____

Title:_____

Email Address:_____

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EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Transfer of data instructions will be provided by AUHSD CTO upon termination of services.

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EXHIBIT E

Student and Leader Interview Project Participant Release

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EXHIBIT E

ROADTRIP NATION

CONSENT, RELEASE AND WAIVER OF LIABILITY AGREEMENT

By my signature below, I understand and agree that I (and/or my minor child if child is under the age of 18) am participating in the creation of content for use by Roadtrip Nation, Ltd., a Delaware non-profit corporation, its licensees, partners, contractors, service providers, successors, agents and/or assigns (collectively, "Producer"), in any and all work or materials created by Producer or for Producer's use in any and all media throughout the universe, whether now known or hereinafter devised, including, without limitation, audio, video, print, broadcast, and all electronic media including social media, and digital media online and offline (the "Programs"). In consideration of Producer permitting me to participate in the production of content by or for Producer, I hereby agree as follows:

Producer may record, film, photograph and/or videotape, edit, exhibit or otherwise use my (and/or my minor child if child is under the age of 18) name, voice, picture, appearance, photographs, images, video and other reproductions of my physical likeness, sound, conversation (including transcripts thereof), biographical data and/or background information and materials, whether provided by me, a third party or gathered by Producer (collectively, the "Materials") in the Programs in connection with the sale, advertising, exhibition, promotion, publication, marketing, distribution, publicizing, merchandising and any other form of exploitation of the Programs or any part thereof, including Producer's other products, throughout the world in perpetuity, at Producer's sole and exclusive discretion. Producer may include in the Programs narration or written comments or other information, descriptions, etc. about me, and the events or incidents of which I am a part or of which are part of the Materials. Producer has the sole and exclusive right not to include me in the Program and to use the Materials in a manner that does not identify me as the author. I understand and acknowledge that Producer is the sole owner of the Programs and all materials produced from or relating to the Programs. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with Producer's use of the Materials. I hereby waive any and all rights to review or approve any use of the Materials. I represent and warrant that I have not entered into, and will not enter into, any agreement that subjects or would subject me to obligations that conflict or are inconsistent with the operation of this Agreement.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

I acknowledge that Producer cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 while participating in Producer's productions or activities. It is not possible to prevent against the presence of the disease. Therefore, by choosing to participate in Producer's productions or events, I may be exposing myself to and/or increasing my risk of contracting or spreading COVID-19.

I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself in order to participate in Producer's production or activity. These experiences are of such value to me that I accept the risk of being exposed to, contracting,

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and/or spreading COVID-19 in order to participate in Producer's productions or activities.

I do hereby release forever and waive my right to bring suit against Producer, and all other persons/entities involved in the production, exhibition, distribution, sponsorship, advertising, or other exploitation of the Programs or the Materials, from any and all claims, costs, expenses, damages, attorneys' fees and causes of action of any kind or nature without limitation (collectively "Claims"), and hereby waive all such Claims, known or unknown, foreseen or unforeseen, which I may now have or forever in the future may obtain, including without limitation, those for invasion of privacy, trespass, right to publicity or other civil rights or defamation (including without limitation libel and slander) which may arise from the exploitation of the Programs or claims in connection with exposure, infection, and/or spread of COVID-19 related to participating in Producer's productions or activities including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, as provided herein. I affirm that neither I, nor anyone acting on my behalf or as my representative, gave or agreed to give anything of value to any employee or contractor of Producer or any representative of any television station, network or production entity for arranging my appearance on the Programs.

This Agreement is the full and complete understanding between me and Producer, replaces all other agreements, whether spoken or written, with respect to the Materials referred to above and may not be changed except in writing and signed by both of us. This Agreement shall be governed by the laws of the State of California and I consent to jurisdiction in California without regard to any conflict of law or choice of law principles with respect to any claim made regarding the Materials, this Agreement, or between me and Producer. The terms of this Agreement are separate and independent, and should any term be declared invalid or unenforceable by a court or other appropriate tribunal, the remaining provisions and terms shall remain in full force and effect.

I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have read and signed this release of my own free will. If signing on behalf of a minor child, I warrant that I am a parent or legal guardian of the minor and have read the foregoing Agreement, and that I am fully familiar with the contents thereof. This Agreement shall be binding upon the minor and me, and our respective heirs, legal representatives, successors and assigns.

Updated April 2021

SIGNATURE:_____ DATE: _____

NAME (Print):_____

EMAIL:_____ PHONE:_____

ADDRESS:_____

Parent/Guardian Signature (if participant is under 18):_____

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EXHIBIT F

Company Release

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EXHIBIT E

COMPANY RELEASE AND CONSENT

For good and valuable consideration, the receipt of which is hereby acknowledged, Company hereby irrevocably consents to and authorizes the use and reproduction by Roadtrip Nation, Ltd. and Roadtrip Productions, Ltd. (together, "Roadtrip"), or any existing or after acquired or created affiliate, subsidiary, assigns, licensees or successor organization of Roadtrip, to use the Company's name as well as Company's product(s), product likeness(es), copyright(s), trademark(s), artwork, tagline(s), insignia, indicia, and/or logo(s) (collectively, "Product Likeness") in Roadtrip's productions, including video, photographs and other instances, and any versions or edits thereof, produced by Roadtrip or produced for Roadtrip's use which may be displayed and/or broadcast for any purpose in any and all media throughout the World, without limitation as to duration or frequency of usage, in perpetuity and royalty free, for any purpose, including but not limited to editorial, advertising, and promotion.

It is understood that Roadtrip shall have the right but not the obligation to make use of the Company name, images, likenesses, logos and/or signage and/or Product Likeness as permitted hereunder. Company hereby waives any rights to inspect and/or approve the Video incorporating the Name and/or Product Likeness.

The undersigned hereby warrants and represents that he/she has the full right and authority to enter into this agreement concerning the Company name, images, likenesses, logos and/or signage and Product Likeness and that Roadtrip does not need the consent or permission of any other person, firm or corporation in order to use the Company name, images, likenesses, logos and/or signage and/or Product Likeness as described above.

Company hereby indemnifies and agrees to hold Roadtrip, and its respective officers, directors, shareholders, employees, agents, contractors, licensees, successors, and assigns free and harmless from and against any and all loss, costs, liability, damages, or claims of any nature including, but not limited to reasonable attorney's fees, arising from, growing out of, or concerning a breach or alleged breach of the above warranties and representations.

Company Name	Title
Signature	Email Address
Printed Name	Date

CRISIS PREVENTION INSTITUTE

EXHIBIT F

May 17, 2021

Celeste Krueger
Director, Special Youth Services
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

Please carefully review the following terms of the proposed agreement between Crisis Prevention Institute, Inc. ("CPI") (Federal Tax I.D. Wisconsin Corporation 39-2012874) and Anaheim Union High School District ("Client"):

CPI agrees to:

1.) Conduct one (1) twenty-one (21) hour Instructor Certification Program in *Nonviolent Crisis Intervention*® training for Client, with virtual Session 2 on July 27, 2021 and in-person classroom Session 3 on July 28-29,2021.
Please note: This is a training with online learning, live virtual classroom, and in-person classroom learning. All Certified Instructors and Instructor Candidates are required to review the principles, concepts and models of *Nonviolent Crisis Intervention*® by completing the online curriculum of the *Nonviolent Crisis Intervention*® Blended Learning program. After completion of online training, candidate must attend full duration of both virtual classroom and in-person training to apply and review online content, successfully complete an online examination, and to learn and demonstrate competency with NCI restrictive interventions.
2.) Provide a CPI Global Professional Instructor to conduct the in-person training.
3.) Provide all necessary and applicable teaching materials.
4.) Make all travel arrangements and hotel reservations for CPI's Global Professional Instructor, after logistical information is returned to CPI.

Client agrees to:

1.) Remit payment within 30 days of billing date for:
   a. A minimum of thirteen (13) new Instructor Certification candidates at a rate of $3,699 per person. Maximum program participation is limited to twenty-four (24).
   b. A minimum of thirteen (13) PBLEN20NCI10 eLearning bundles at $210 each.
   c. A minimum of five-hundred thirty (530) PBLEN20NCI eLearning seats at $35.99 each.

Please note: If this program is canceled or postponed by Client after travel arrangements have been made Client will be billed for all scheduled program participants from your organization. In addition, Client will be charged a $4,000 cancelation fee and the cost of GPI

travel expenses. The unused seats may be used at a future program within 90 days of original program date. CPI also reserves the right to bill your organization for any additional travel expenses incurred for the program due to the late return of your executed contract. If your organization requires that CPI's Global Professional Instructor be tested for COVID prior to the dates on which training is to take place, your organization will be charged an additional $50 fee.

2.) Ensure each certification candidate from your organization completes the online and virtual portions of the program prior to classroom instruction. The online and virtual classroom certifications must be completed by each participant prior to training and brought to class. Both will be their admission ticket into the classroom portion of the program. Participants will not be able to attend the classroom program without first completing the online and virtual training.
3.) Must conduct in-person classroom training (Session 3) within 21 days completion of virtual training (Session 2).
Please note: If Session 3 is not conducted within 21 days after completion of virtual training, no refunds will be granted for the Session 3 portion of training.
4.) Meet training room requirements for in-person classroom training:
   A. Room appropriate for conducting the program (1,800 sq. ft.). A carpeted room is preferred.
   B. Moveable chairs enough in number for participants, set pod style. The chairs and tables should be set up at the front of the room. The back of the room should be left empty. See enclosed layout.
   C. Full size flip charts with markers or whiteboard with markers and eraser
   D. Head table for Instructor's use.
   E. Screen and small table with extension cord and power strip for the projector brought by the instructor
5.) Provide logistics information, as listed on the last page of this agreement.
6.) Provide names, email addresses, and ship-to addresses of each program participant from your organization to CPI at least two (2) weeks prior to program start date.

Please provide:
1.) If special negotiated lodging rate, name of site: _____
2.) Client Billing Information:

Name: Anaheim Union High School District Email: krueger_c@auhsd.us (please cc: flores_a@auhsd.us)

Address: 501 N. Crescent Way

City: Anaheim State/Prov.: CA Zip/Postal Code: 92801

It is client's responsibility to ensure the appropriate number of staff from your organization participate in this program on the dates and times stated in this agreement. Client is contracting for a minimum number of program participants and will be billed accordingly. CPI provides no substitutions or credits to organizations for staff non-attendance at trainings. If these terms are agreeable, please sign this document. Retain one copy for your file and email or fax (414.979.7098) one copy back to us. **Please sign and return to CPI by July 2, 2021.**

Client: _____ Date: _____
(Authorized signature)

Name: Jaron Fried Title: Assistant Superintendent, Education

CPI: Nick Schreiter Date: 5/17/21
(Authorized signature)

Name: Nick Schreiter Title: Sales Contract Specialist

Logistics Sheet

Contact Information: Contact person for communication between CPI and Client:

Name: Celeste Krueger Title/Department: Director, Special Youth Services

Phone: 714-999-3528 Cell: _____ Email: krueger_c@auhsd.us

Requested Training Times:
Online modules (Session 1) to be completed prior to Session 2 (approximately 5 hours)
Virtual Event (Session 2): 8:30 a.m. – 4:30 p.m. **Choose Time Zone**: Pacific / Central / Eastern
2-day Live Event (Session 3): _____ a.m. to _____ p.m. (7 hours training plus 1 hour for lunch; 8-hour days)

Training Site Name: _____ Rm. Name/No.: _____

Address: _____

City: _____ State/Prov.: _____ Zip/Postal Code: _____

Contact Person: _____ Email: _____

Any Additional information about site (accessibility/parking/etc.):

_____

_____

Important reminder about training space: Adequate space is essential for conducting the training program. A room smaller than 1,800 sq. ft. will not allow for enough practice area for exercises, activities, and physical intervention skills. If needed, two smaller adjacent rooms may be utilized. One for classroom training and the other empty for use as a practice area.

Shipping information needed for each participant (attach list separately, as needed):

Name: _____ Title/Department: _____

Company/Facility Address: _____

City: _____ State/Prov.: _____ Zip/Postal Code: _____

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CYPRESS AND THE ANAHEIM UNION HIGH SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER PROGRAM

This Memorandum of Understanding (MOU) is made this day, June 17, 2021 by and between the City of Cypress and the Anaheim Union High School District (School District) for the School Resource Officer (SRO) Program.

RECITALS

The City has secured a State of California Tobacco Grant that funds an SRO to be shared between Lexington Junior High School, Cypress High School and Oxford Academy for three years. Specific schedules will be worked out from time to time during the term of the MOU. An SRO is a full-time police officer whose primary job is to address law enforcement concerns at their assigned schools and collaborate with school staff to provide tobacco-related education, enforcement, and outreach to students ("SRO Program").

For the implementation of the grant, the City and the School District desire to set forth the duties and responsibilities of the parties regarding the City's SRO Program.

In consideration of the mutual benefits, the City and School District do hereby agree as follows:

I. PURPOSE:

The primary function of the SRO Program is to work in close collaboration with school staff on tobacco-related enforcement, education and outreach to students. The SRO will focus on law enforcement issues related to students in an effort to promote a safe school environment. Working in partnership with School District staff, School District administration and other community resources, the SRO will identify, investigate and work to reduce crime on school campuses. The SRO will develop knowledge of the school stakeholders, and be in a position to provide referrals for support services available to the students and their families – to include both governmental and non-governmental resources.

II. TERM:

The term of this MOU shall commence on July 1, 2021 and be in effect for a three-year period ending June 30, 2024. The parties may renew, extend, or modify the MOU by mutual consent duly-approved in writing at any time.

III. CITY OBLIGATIONS:

The City's responsibilities hereunder are delegated to the Cypress Police Department and will include, but not be limited to, the following:

1. Responding to all major criminal occurrences that occur on school property and exercising law enforcement jurisdiction over such incidents;

2. Assigning one (1) SRO to the designated School District campuses as mutually determined; and,

3. Work cooperatively with the School District to make any needed adjustments to the SRO Program throughout the school year.

IV. SCHOOL DISTRICT OBLIGATIONS:

The School District responsibilities will include, but not be limited to, the following:

1. Providing the SRO with a private, furnished office space at the assigned school campus that can be secured as is reasonably acceptable to the Police Department. This shall include, but not be limited to, office furniture, office supplies, telephone and computer access and printer;

2. Provide the SRO with opportunities to address students, teachers, administrators and parents about the SRO Program's goals and objectives;

3. Notify the SRO of suspected illegal activity as soon as possible;

4. Work cooperatively with the Police Department to make any needed adjustments to the program throughout the school year; and,

5. Conduct an orientation program to familiarize the SRO with school policies and procedures. Provide SROs with copies of all laws, rules and regulations regarding applicable School District policies, including policies regarding access to confidential student records.

V. SRO PROGRAM:

The SRO is, and will remain, a full-time law enforcement officer and employee of the City. As such, the SRO will be supervised, evaluated, and directed by the Chief of the Cypress Police Department, or his/her designee. The City shall pay the salary and any applicable benefits to the SRO from the State of California Tobacco Grant. The Parties understand and agree that the SRO Program described in this MOU is subject to the City's continued receipt of State of California Tobacco Grant funds throughout the term of this MOU and will be suspended or terminated in the Police Chief's discretion for any time the State of California Tobacco Grant are unavailable. The SRO shall be responsible for carrying out all duties of a law enforcement officer and shall at all times remain under the control, through the chain of command, of the Cypress Police Department. Non-criminal student disciplinary matters shall remain the responsibility of the teachers and administrators, not the SRO. The SRO shall refrain from being involved in the enforcement of disciplinary rules.

1. The SRO shall be in uniform as directed by the Chief of Police and perform his/her duties when school is in session during the regular academic year, which typically commences in August and ends in May.

2. SRO will maintain a high level of visibility on campus during the regular school day by attending school activities and other school and community programs. The SRO's work schedule will be flexible and coordinated between the City and School District, with the ultimate discretion of the Chief of Police, in order to avoid the need for overtime compensation.

3. Requests for SRO services beyond regular school or work shift hours shall be made via the Police Department chain of command. Written approval must be obtained prior to the SRO participating in afterschool events.

4. Reasonable attempts will be made to schedule in-service training in a manner that minimizes the SRO's absence from school on an instructional day. The Principal(s) shall be notified, whenever possible, if the SRO has to be off campus during regular school hours in non-emergency situations.

5. Unless an exigent circumstance occurs, SRO duties shall not be backfilled by other law enforcement personnel due to unplanned absences. The Principal(s) will be notified of all SRO absences.

6. The SRO shall respond to emergency situations as directed by the Chief of Police or requested by school Principal or school staff.

7. The SRO will be available to school personnel as an educational resource in understanding the application and enforcement of criminal laws.

8. The SRO will act as a liaison with various community youth services agencies and work with school personnel on student referrals to these agencies.

9. The City reserves the right to temporarily remove the SRO in the event additional officers are needed during a critical need or natural disaster. The City also reserves the right to temporarily remove the SRO for the SRO's safety.

<u>Goals</u>:

1. Establish a positive relationship between the SRO (and the law enforcement profession) and the student population, parents, faculty, staff and administrators.

2. Respond to all criminal incidents that occur on school campuses.

3. Maintain a safe and secure environment on school grounds.

4. Prevent and reduce tobacco-related incidents.

5. Reduce criminal offenses committed by juveniles and young adults on campuses.

6. Provide counseling to students and participate in youth-education programs to provide resources to parents/guardians and teenagers pertaining to driving, mental health, chemical/alcohol/tobacco addiction, domestic violence, safety awareness, cyber safety, peer pressure etc.) and drug awareness (to teach teens about drug use, consequences, peer pressure, life stressors, as well as laws and safety issues applicable to teenagers).

Several measures will be utilized to monitor the effectiveness and success of the program, including:

- The number of calls for service relative to school campuses
- Data regarding the use of tobacco related products by students
- Number of students counseled
- Number of youth education programs completed
- The trend of school-related quality of life issues being addressed such as graffiti, vandalism, etc.,
- Self-initiation strategies to mitigate problematic behaviors
- Case management services and referrals provided to students

VI. TERMINATION:

Either party may terminate this MOU, with or without cause, upon ninety (90) days written notice to either party.

VII. NOTICES:

Any notice, consent or other communication in connection with this MOU shall be made in writing and may be delivered in person, by mail, or facsimile, addressed to the following:

Chief of Police
Cypress Police Department
5275 Orange Avenue
Cypress, CA 90630

Superintendent of Schools
Anaheim Unified High School District
501 N. Crescent Way
Anaheim, CA 92801

VIII. GOOD FAITH:

The parties agree to cooperate in good faith in fulfilling the terms of this MOU. Unforeseen circumstances and questions will be resolved by negotiation between parties.

IX. GOVERNING LAW:

This MOU is governed by the laws of the State of California.

X. INDEMNIFICATION:

Government Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this MOU, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense, including reasonable attorneys' fees that may be imposed upon or incurred by such other party solely by virtue of Government Code Section 895.2.

XI. ENTIRE AGREEMENT:

This MOU constitutes the entire agreement of the Parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

This MOU has been agreed to by the parties as indicated by the authorized signatures below:

CITY:
City of Cypress, a municipal corporation

_____
Peter Grant, City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

SCHOOL DISTRICT:

Anaheim Union High-School District

By:

_____
Dr. Jaron Fried, Assistant Superintendent,
Ed. Division

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

17th		day of	June 2021

by and between

Ernie T. Gritzewsky, Consultant

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Ernie T. Gritzewsky, will deliver seminars to youth, staff, or parents. These include a 45-90 minute Empowerment Student Assembly, a 60-90 minute Teacher Empowerment Session, and a 45-60 minute Parent Empowerment Session.

Site/School: Anaheim High School Funds (Cost Center): LCFF

2. List of Other Supportive Staff or Consultants:

student assemblies, parent workshops, and staff development

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

Date:	August 1, 2021

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2022

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

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

Location of assembly locations; virtual links; other information necessary to deliver the workshops and assemblies.

5. District shall pay Consultant the maximum amount of

The amount is not to exceed $3,000 per assembly

for services rendered

to # of people:	Fee is based on cost per assembly.	# hours per day:	3-4 hours	# of days:	no more than 2 assemblies per year

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

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

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

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

8. This AGREEMENT is not assignable without written consent of the parties hereto.

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

10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.

11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Promote mental health and well-being for youth and adults.

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

Ernie T. Gritzewsky is a motivational speaker with focus on empowerment and mental health.

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

Access to virtual links, use of technology to deliver presentations, and location of rooms if in-perosn.

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

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

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

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

CONSULTANT:	**DISTRICT:**
Typed Name of consultant **(same as page 1):**	
Ernie T. Gritzewsky	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Ernie T. Gritzewsky	
Street Address:	Street Address:
414 2nd St #220	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Hermosa Beach, CA 90254	**Anaheim, CA 92803-3520**
Date:	Date:
April 12, 2021	6/18/21

Mark Appropriately:

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

Social Security Number*	or	Federal Identification Number*
[redacted]		

*Or, initial below:

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

Telephone Number:	E-mail Address:
(323) 440-0929 cell	ErnieGhaha@gmail.com

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

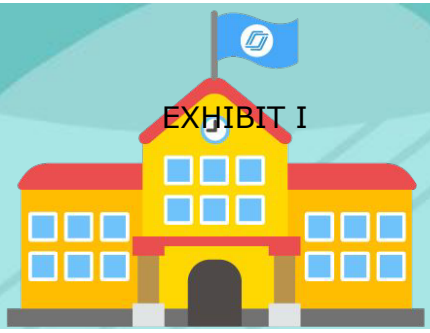
PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	6/2/21

EXHIBIT I

Quote ID: 125115



Sales Order

Sales Order For:

Erik Greenwood
ANAHEIM UNION HIGH
501 N CRESCENT WAY
ANAHEIM, California 92801
UNITED STATES

Nearpod Contact:

Susan Fasano
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

Service Start: 08/14/2021 **Service End:** 06/30/2022

Description	Quantity	Total
Nearpod Premium Plus - District: Nearpod Premium Plus, including unlimited access to: - Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features - Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own, or added to Nearpod slides lessons - District features including larger class sizes, unlimited storage, School and District shared Libraries, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching Nearpod English Learner: A K-12 solution for scaffolded access to rigorous, grade-level, learning experiences and language instruction, featuring resources from trusted educational partners.	26000 - Students	$128,293.00

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		EXHIBIT I
Nearpod College and Career Exploration: A K-12 solution that provides equal access to future opportunities as students explore college pathways and career clusters.	26000 - Students	$0.00
Nearpod Digital Citizenship and Literacy: A K-12 solution to support instruction in computer science including digital citizenship, coding, applications of technology, and media literacy, featuring resources from Common Sense Education, Typesy, and Code Monkey.	26000 - Students	$0.00
Historical Perspectives and Literacy: A 6-12 solution for culturally relevant, inquiry-based Social Studies experiences, featuring resources from the Pulitzer Center and the Smithsonian Institute.	26000 - Students	$0.00
Nearpod Learning Labs: A professional development solution for experiential, expert-derived PD, featuring resources from trusted PD providers including the New Teacher Center and ISTE.	1625 - Teachers	$0.00
Social & Emotional Learning: A K-12 solution built from CASEL's leading framework to facilitate student development of SEL competencies, featuring resources from Calm and Common Sense Education.	26000 - Students	$0.00
Online Training: Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.	6 - Licenses	$0.00
	Total	(USD) $128,293.00

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Terms EXHIBIT I

This Sales Order is valid until: 8/12/2021
Service will run from 08/14/2021 until 06/30/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $128,293.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Free Training Resources
Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order

Please provide PO#: _____

Credit Card

Please provide email address secure payment link should be sent to: _____

Exp: _____

Name on card: _____

Check, ACH or Wire

Name: Dr. Jaron Fried

Signature: _____

Date: 6/18/21

Tax Exempt #: _____

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: susanf@nearpod.com or FAX: +1 305-655-1999

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Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

EXHIBIT J

School:	Cambridge Virtual Academy	Date of Application:	12/15/20

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:

Christian Club

Purpose of the group:

To have a place for students to dialogue about the Christian faith through hearing messages, watching videos, prayer, serving the community, affirming one another, etc...

Frequency of group meetings:

TBA: Three or Four times a Month

Proposed meeting day, time and location:

Day:	TBA	Time:	TBA	Location:	Online

Applicant's Signature:	Kade Shigekawa	Date:	12-15-20
Printed Name:	Kade Shigekawa		

Advisor's Signature:	Jeffrey Soo Kim	Date:	12/15/20
Printed Name:	Dr. Jeff Kim		

Principal's Signature:		Date:	
Printed Name:	Jackie Counts		

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

Assistant Superintendent's Signature:		Date:	6/3/21

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

Anaheim Union High School District
Education Division

EXHIBIT K

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

School:	Cambridge Virtual Academy	**Date of Application:**	4/16/2021

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:

Leadership Club

Purpose of the group:

Student leaders will undertake virtual school community, and gain important leadership skills. Students will get to plan and execute school events to form a community with other students in this online setting.

Frequency of group meetings:

Once a week.

Proposed meeting day, time and location:

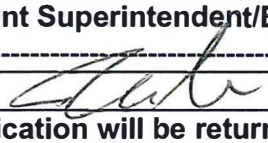
Day:	Every Friday	Time 3:05 - 4:15	Afterschool	Location: Virtual Zoom Meetings	

Applicant's Signature:	*Esther Kim,* *Abrar Alzabin* *Madhumitha Nandakumar*	Date:	4-16-20
Printed Name:	Esther Kim, Abrar Alzabin Madhumitha Nandakumar		

Advisor's Signature:		Date:	4/19/20
Printed Name:	Tyler Sherman		

Principal's Signature:		Date:	4/19/2021
Printed Name:	Jackie Counts		

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

Assistant Superintendent's Signature:		Date:	6/3/21

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

EXHIBIT L

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	3/30/21

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:

Cypress Media Marketing Club

Purpose of the group (Please describe thoroughly):

Our goal is to teach students how to successfully market on social media for business and building a brand. Using apps such as canva, photoshop, lightroom, and more, we will teach students how to market to a specific demographic, and successfully use social media algorithms. Students will also learn about this business side of social media, and learn what really goes into building a brand, and creating successful content. We will allow students to practice these skills by doing community service to local small businesses who might be struggling during COVID.

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Wednesday	Time:	Lunch (12:00 pm)	Location:	Advisor's Room: 506

Applicant's Signature:	Kiera Desai	Date:	04/03/21
Printed Name:	Kiera Desai		

Advisor's Signature:	James Urquidez	Date:	04/03/21
Printed Name:	James Urquidez		

Principal's Signature:		Date:	4/21/21
Printed Name:	Sean Pfeiffer		

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

Assistant Superintendent's Signature:		Date:	4/5/21

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	**Date of Application:**	3/18/2021

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:

KIKA Club

Purpose of the group (Please describe thoroughly):

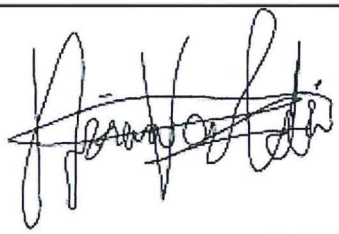
KIKA Club focuses on providing students with volunteer opportunities to help fight malnutrition and poverty, not only in our community, but internationally as well. Our mission is to provide food to families who are struggling financially. We will also be helping other countries, particularly Guatemala, as it is the number one country in Latin America that suffers from chronic child malnutrition. In order to do this, we will be collaborating with other organizations that are legally registered to be tax-exempt under section 501(c)(3) of the Internal Revenue Code. In association with a number of partners, KIKA also strives to be a source of help for those struggling in our community, especially during this difficult time in which approximately 6.3% of all Americans are unemployed. Our options for doing this is currently limited due to the pandemic. However, we are planning on hosting fundraisers by partnering with restaurants such as Chipotle, Panda Express, Ding Tea, etc. We also will be providing students with opportunities to earn community service hours and entries for their CAS requirements if they are in the IB program. They will be able to achieve this through workshops such as writing letters/children books to children in Guatemala, participating in fundraisers, attending food drives, and much more. This is a great way for many students to be part of something that will help them expand on their growth as young activists for these pressing humanitarian issues. KIKA members, especially the KIKA officers, will also have the opportunity to improve their collaborative skills since clear communication and ability to work as a group is essential for the success of our mission. KIKA Club is not only a club, but a community in which members share a passion for helping others through local and global engagement.

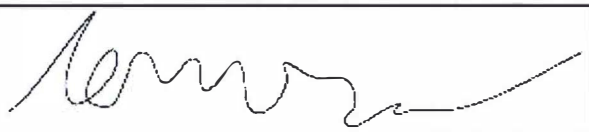
Frequency of group meetings:

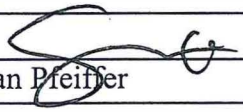
Once a week

Proposed meeting day, time and location:

Day:	Tuesdays	Time:	1:00-2:00	Location:	Zoom Meetings

Applicant's Signature:		Date: 3/18/21	
Printed Name:	Diana Valdivia		

Advisor's Signature:		Date: 3/19/21	
Printed Name:	Terri Vu		

Principal's Signature:		Date:	4/25/21
Printed Name:	Sean Pfeiffer		

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

Assistant Superintendent's Signature:		Date:	6/3/21

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

EXHIBIT N

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	2/22/21

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:

Palestinian Culture Club

Purpose of the group (Please describe thoroughly):

The lack of education and awareness among my peers about the Holy Land of Palestine gave me a sense of urgency to start this club, and hopefully, educate those around me about my culture and heritage. I want to raise awareness in Cypress High School; immigrating from Palestine myself, I want to share my experiences and the overall culture of Palestine.

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Wednesday	Time:	12:00-1:00 PM	Location:	Zoom/Google Meets/Discord/Room 414

Applicant's Signature:	Mohammad Khalil	Date:	2/22/21
Printed Name:	Mohammad Khalil		

Advisor's Signature:	Michael J Cobleigh	Date:	2/22/21
Printed Name:	Mr. Cobleigh		

Principal's Signature:		Date:	2/26/21
Printed Name:	Sean C. Pfeiffer		

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

Assistant Superintendent's Signature:		Date:	6/3/21

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

EXHIBIT O

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	KATELLA HIGH SCHOOL	Date of Application:	05/03/2021

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

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

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

Name of proposed group:

The Humanitarian Research Association(HRA) Club

Purpose of the group:

The Humanitarian Research Association(HRA) Club is an organization based at John F. Kennedy High School who have branches at schools district wide. Our main focus is to ultimately provide an unbiased source of information for a variety of different humanitarian issues that are not publicized by the media enough/lack credible sources of information. Along with our goal to provide accurate information, we also aim to provide various opportunities for community members to actively support resolutions to specific social issues along with providing platforms such as the recent Anti-AAPI Hate Summit 2021 with which community members had the opportunity to have productive dialogue regarding specific issues/topics.

Frequency of group meetings:

Classroom meetings will be once or twice a month

Proposed meeting day, time and location:

Day:	Wednesday every two weeks	time:	Lunch Time	Location:	Ms.Mendivil's room on campus (400)

Applicant's Signature:	Lilah Esquivel	Date:	05/03/2021
Printed Name:	Lilah Esquivel		
Advisor's Signature:		Date:	05/04/2021
Printed Name:	Jessica Mendivil		
Principal's Signature:		Date:	5/5/2021
Printed Name:	Ben Carpenter, Principal		

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

Assistant Superintendent's Signature:		Date:	6/4/21

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

EXHIBIT P

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Brookhurst Junior High	Date of Application:	September 18, 2020

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:

BSU (Black Student Union)

Purpose of the group:

The purpose of the BSU is to help students strive for academic excellence, heighten cultural awareness, embrace cultural diversity and promote unity. The BSU will help promote academic excellence by promoting college culture, advertising college fairs, participating in virtual summits and/or webinars. The BSU will help heighten cultural awareness by exploring African and African American culture. The BSU will embrace cultural diversity and promote unity through the means of community service and actively participating with other groups.

Frequency of group meetings:

Once Every 2 Weeks

Proposed meeting day, time and location:

Day:	Wednesday	Time:	3:00-3:30 pm	Location:	Schoology Groups

Applicant's Signature:	Kaleigh	Date:	09/22/21
Printed Name:	Kaleigh Farmer		[redacted]

Advisor's Signature:	Valerie Hamilton	Date:	09/18/2020
Printed Name:	Valerie Hamilton		[redacted]

Advisor's Signature:	Xitlaly Sanchez	Date:	09/18/2020
Printed Name:	Xitlaly Sanchez		[redacted]

Principal's Signature:	Hilda Vazquez	Date:	09/18/2020
Printed Name:	Hilda Vazquez		[redacted]

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

Assistant Superintendent's Signature:		Date:	6/4/21

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

Anaheim Union High School District
Education Division

EXHIBIT Q

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization:	**School:**
Robotics Club	Brookhurst

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

Sandra Cueto, Sara Barakat, Jesse Dominguez-spell, Angel Vazquez,

Staff Sponsor(s):

Richard Rochin

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

To provide a place for students to work on building robots with Arduino components and VEX Robotics components throughout the year. and participate in VEX Robotics competitions in the spring.

Proposed meetings:

Day(s):	Tuesdays	**Time(s):**	11:25 AM virtual 2:30 pm on campus	**Location:**	Rm 25

Special equipment? ☐No X Yes – Describe:

Arduino components, and VEX Robotic components.

Qualifications for membership, if any:

Interest in building robots.

How are officers elected?	**Term?**
Voting, all official members of the club will have a vote for the officers.	year

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

STEM Robotics AUHSD

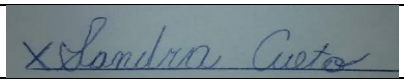
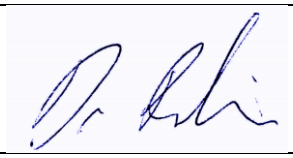
Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:

Adviser will help guide the students with building the robotics from their components, will help with the paperwork for VEX competitions, will help with fundraising for the competitions.

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

Specialized fundraisers will be held throughout the year to help with the cost of the components of the robots and the competition fees.

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

Signature of student making application:	
Printed name of student making application:	Sandra Cueto
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Richard Rochin

Faculty sponsor: I have reviewed this application and

x the application is complete ☐the Constitution/By-Laws are attached

☐the application is not complete (explain):

	4/19/21	EXHIBIT Q

Signature of School Principal: **Date:**

Signature of Assistant Superintendent of Education: **Date:**

	6/4/21

Education Office Use Only:

Board of Trustees action:	☐Approved	☐Denied	Date:	

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

Anaheim Union High School District
Education Division

EXHIBIT R

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization:	**School:**
Sewing Club	Brookhurst Junior High

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

Leany Perez and Leslie Perez

Staff Sponsor(s):

Shannon McNiel

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

To teach students how to embroider and sew

Proposed meetings:

Day(s):	Monday	**Time(s):**	3-4:30	**Location:**	Online or Room 5

Special equipment? ☐**No** ☒**Yes – Describe:**

Sewing machines, embroidery hoops and needles

Qualifications for membership, if any:

none

How are officers elected?	**Term?**
Members vote	Full year

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

Home Economics is a class that is offered, and there is a sewing component.

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

Ms. McNiel will be instructing the students on how to sew and embroider. She will provide all materials, embroidery kits, and sewing machines.

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

There are many consumable materials in this club and they will have to be replaced. Sometimes sewing machines need to be repaired, too.

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

Signature of student making application:	Leany Perez (signature on file)
Printed name of student making application:	Leany Perez
Signature of faculty sponsor:	Shannon McNiel (signature on file)
Printed name of faculty sponsor:	Shannon McNiel

Faculty sponsor: I have reviewed this application and

☒the application is complete ☒the Constitution/By-Laws are attached

☐the application is not complete (explain):

	9/25/2020
Signature of School Principal:	**Date:**
Signature of Assistant Superintendent of Education:	**Date:**
	6/4/21

Education Office Use Only:

Board of Trustees action:	☐Approved	☐Denied	Date:	

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

ANAHEIM UNION HIGH SCHOOL DISTRICT EXHIBIT S

2021/2022 TEACHERS' SALARY SCHEDULE

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	**I**	**II**	**III**	**IV**
01	$55,192	$59,533	$64,596	$70,380
02	$58,534	$62,870	$67,932	$73,715
03	$61,866	$66,211	$71,266	$77,058
04	$65,208	$69,541	$74,606	$80,397
05	$68,547	$72,885	$77,945	$83,733
06	$71,887	$76,222	$81,286	$87,069
07	$75,228	$79,560	$84,624	$90,412
08	$78,564	$82,902	$87,960	$93,756
09	$81,909	$86,239	$91,302	$97,095
10	$85,242	$89,583	$94,646	$100,434
11	$88,588	$92,932	$97,985	$103,770
LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	$93,579	$97,923	$102,976	$108,761
21	$98,571	$102,915	$107,968	$113,753
26	$105,936	$110,280	$115,333	$121,118

Doctorate: $2,435

National Board Certification: $2,435

Hourly Rate of Pay: $47.63 (effective 7/1/21)

Summer Stipends: See Article 14.9

Initial Salary Placement: See Article 14.3.2

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: Pending
Effective: July 1, 2021

ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2021-22
SENIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2021-2022 Teachers Salary Schedule

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

POSITION	PAY	PERCENTAGE
Jazz Band	$1,649	2.77
Accompanist	$1,768	2.97
Academic Decathlon (1 per school)	$2,673	4.49
Kiwanis Bowl (1 per school)	$2,673	4.49
Mock Trial (1 per school)	$2,673	4.49
CTSO	$2,673	4.49
Journalism	$3,030	5.09
Photo Advisor	$3,030	5.09
Yearbook	$3,417	5.74
Assistant Band Director	$3,417	5.74
Assistant Dance	$3,417	5.74
Speech	$3,602	6.05
Debate	$3,602	6.05
Vocal	$3,995	6.71
Speech Debate	$3,995	6.71
Dance	$3,995	6.71
Drama	$3,995	6.71
Band	$5,852	9.83
Drill Team	$5,852	9.83
Colorguard (1 person)	$5,852	9.83

Percentages below shall be equal to Column II, Step 1 of the 2021-2022 Teachers Salary Schedule

2. **ATHLETICS** - To be paid at the end of the season in one payment.

SPORT	POSITION	PAY	PERCENTAGE
Football	Head Varsity	$5,852	9.83
	Assistant Varsity	$3,840	6.45
	Junior Varsity	$3,602	6.05
	Sophomore	$3,602	6.05
	Freshman	$3,602	6.05
	Assistant Fr/Soph	$3,251	5.46
Cross Country	Head Varsity Men & Women	$3,840	6.45
	Head Varsity	$3,602	6.05
	Assistant or Lower Level	$3,251	5.46
Volleyball	Head Varsity & JV	$3,995	6.71
	Head Varsity	$3,602	6.05
	Assistant or Lower Level	$3,251	5.46
Song and Cheer	Varsity Song/Cheer (1 person)	$5,852	9.83
	Varsity Songleader	$2,929	4.92
	Varsity Cheerleader	$2,929	4.92
Tennis	Head Varsity & JV	$3,995	6.71
	Head Varsity	$3,602	6.05
	Assistant or Lower Level	$3,251	5.46
Water Polo	Head Varsity & JV	$3,995	6.71
	Head Varsity	$3,602	6.05
	Assistant or Lower Level	$3,251	5.46
Basketball	Head Varsity	$4,513	7.58
	Assistant or Lower Level	$3,602	6.05
Soccer	Head Varsity & JV	$3,995	6.71
	Assistant or Lower Level	$3,251	5.46
Wrestling	Head Varsity Men & Women	$4,971	8.35
	Head Varsity Men	$4,513	7.58
	Head Varsity Women	$4,513	7.58
	Assistant or Lower Level	$3,602	6.05
Softball	Head Varsity	$4,513	7.58
	Assistant or Lower Level	$3,602	6.05

Percentages below shall be equal to Column II, Step 1 of the 2021-22 Teachers Salary Schedule

ATHLETICS, continued

SPORT	POSITION	PAY	PERCENTAGE
Baseball	Head Varsity	$4,513	7.58
	Assistant or Lower Level	$3,602	6.05
Badminton	Head Varsity & JV	$3,840	6.45
	Head Varsity	$3,602	6.05
	Assistant or Lower Level	$3,251	5.46
Golf	Head Varsity	$3,251	5.46
Swimming	Head Varsity & JV	$3,995	6.71
	Head Varsity Men & Women	$3,995	6.71
	Head Varsity	$3,602	6.05
	Assistant or Lower Level	$3,251	5.46
Track	Head Varsity & JV	$4,971	8.35
	Head Varsity Men & Women	$4,971	8.35
	Head Varsity Men	$4,513	7.58
	Head Varsity Women	$4,513	7.58
	Assistant or Lower Level	$3,251	5.46
Trainers	District/Site Certified Athletic Trainer - Fall	$4,513	7.58
	District/Site Certified Athletic Trainer - Winter	$4,513	7.58
	District/Site Certified Athletic Trainer - Spring	$4,513	7.58
	Trainer - Fall	$2,036	3.42
	Trainer - Winter	$2,036	3.42
	Trainer - Spring	$2,036	3.42
	Assistant Trainer - Fall	$1,334	2.24
	Assistant Trainer - Winter	$1,334	2.24
	Assistant Trainer - Spring	$1,334	2.24

3. CIF PLAYOFFS

Pay per week as follows:

- 10% for team and individual sports coaches

- 10% for trainers in team sports

Percentages below shall be equal to Column II, Step 1 of the 2021-22 Teachers Salary Schedule

- 5% for band, drill, song and cheer
- 3% for one (1) Girls and (1) Boys Athletic Director

Team Sports (10 or more participants - 2 coaches)

- Baseball
- Badminton
- Basketball
- Cross Country
- Football (allowed 4 coaches and 2 trainers)
- Golf
- Soccer
- Softball
- Swimming
- Tennis
- Volleyball
- Water Polo
- Wrestling

Individual Sports (Less than 10 participants - 1 coach)

- Badminton
- Cross Country
- Golf
- Swimming
- Tennis
- Track
- Wrestling

Extra Service Pay shall be paid at senior high school rates for 9th through 12th grade duties and at junior high school rates for 7th and 8th grade duties. If the activity/sport includes students from both the junior high and senior high level, Extra Service Pay shall be paid at the senior high school rate.

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2021-22
SENIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2021-22 Teachers Salary Schedule

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2021		
POSITION	**PAY**	**PERCENTAGE**
Department Chair: 1 - 5 classes	$2,244	3.77
Department Chair: 6 - 20 classes	$3,215	5.40
Department Chair: 21 - 50 classes	$4,108	6.90
Department Chair: 51 - 70 classes	$4,280	7.19
Department Chair: 71-100 classes	$4,638	7.79
Department Chair: 101 classes or over	$4,995	8.39
Activities Director	$8,180	13.74
Assistant Activities Director	$2,774	4.66
District Athletic Director	$8,180	13.74
Athletic Director (Girls Program)	$8,180	13.74
Athletic Director (Boys Program)	$8,180	13.74

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	**PAY**
PAR Joint Committee Member	$4,876
PAR Consulting Teacher	$4,876
BTSA Support Provider (stipend is per PT)	$2,441

ANAHEIM UNION HIGH SCHOOL DISTRICT
EXTRA SERVICE PAY SCHEDULE
2021-22
JUNIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2021-22 Teachers Salary Schedule

1. **ACTIVITIES** - To be paid in two equal semester payments, unless activity specifies it is an amount for one semester only.

POSITION	**PAY**	**PERCENTAGE**
Journalism	$1,345	2.26
Accompanist	$1,345	2.26
Jazz Band	$1,649	2.77
Pentathlon	$1,768	2.97
Pep Club or Dance	$2,393	4.02
Vocal Music	$2,393	4.02
Drama	$2,393	4.02
Yearbook	$2,393	4.02
Speech and Debate	$2,393	4.02
Band	$3,417	5.74

2. ATHLETICS/ACTIVITIES - To be paid at the end of the assignment.

POSITION	PAY	PERCENTAGE
Assistant Intramural Sports Coach	$1,976	3.32
Intramural Sports Coach	$2,673	4.49
After School Program Activities Facilitator	$2,673	4.49

ANAHEIM UNION HIGH SCHOOL DISTRICT
LEADERSHIP POSITIONS
2021-22
JUNIOR HIGH SCHOOL
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2021-22 Teachers Salary Schedule

To be paid monthly with contract pay. Duties assigned are within the scope of the school day.

EFFECTIVE JULY 1, 2021		
POSITION	**PAY**	**PERCENTAGE***
Department Chair: 1 - 5 classes	$2,244	3.77
Department Chair: 6 - 20 classes	$3,215	5.40
Department Chair: 21 - 50 classes	$4,108	6.90
Department Chair: 51 - 70 classes	$4,280	7.19
Department Chair: 71-100 classes	$4,638	7.79
Department Chair: 101 classes or over	$4,995	8.39
Activities Director	$3,995	6.71
District Intramural Sports Director	$3,995	6.71
Intramural Sports Director	$3,995	6.71

The following positions are part of negotiations and are defined in Articles 12, 21 and 22 of the ASTA Agreement.

POSITION	**PAY**
PAR Joint Committee Member	$4,876
PAR Consulting Teacher	$4,876
BTSA Support Provider (Stipend is per PT)	$2,441

ANAHEIM UNION HIGH SCHOOL DISTRICT
PROFESSIONAL STIPENDS
2021-22
TEACHERS

Percentages below shall be equal to Column II, Step 1 of the 2021-22 Teachers Salary Schedule

EFFECTIVE JULY 1, 2021		
POSITION	**PAY**	**PERCENTAGE***
BCLAD	$2,435	4.09
Course Preparation Stipend	$1,220	2.05
Speech Language Pathologist	$3,048	5.12
CA Speech Pathology License	$1,220	2.05
Certificated of Clinical Competence	$1,220	2.05
Full Time Curriculum Specialist	$4,876	8.19
Part Time Curriculum Specialist	$2,435	4.09
Title I Specialist	$1,947	3.27
Nurse	$3,762	6.32

TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
2020 SUCCESSOR

May 10, 2021

Pursuant to negotiations between the Anaheim Union High School District (District) and the California School Employees Association and its Anaheim High Chapter 74 (CSEA), the parties have reached tentative agreement on the 2020 Successor Collective Bargaining Agreement as follows:

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

2.1.1 Medical Insurance

Blended Super Composite Rate and Maximum District Contribution:

~~The 2018 maximum District contribution to the blended super composite rate is $15,759. For calendar year 2018, the blended super composite rate is $16,078.~~ **Beginning with the 2021 calendar year,** ~~T~~the maximum District contribution to the blended super composite rate will be $**15,959**~~16,078.~~ **For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.** There will be no employee contribution for calendar year **2021**~~2019~~.

2.6 Health and Welfare Parity

If an agreement is reached with any other collective bargaining group on Health and Welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on Health and Welfare for ~~2019~~**2021**.

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES

11.1 Salary

a. For the **2020-21** school year, there shall be a wage increase of **three point twenty-six percent (3.26%)** applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.14) and longevity flat rate amounts (increase reflected in Sections 11.8), for all bargaining unit members. All **2020-21** on-going increases to wages, stipends, and longevity flat rate amounts shall include all employees in a regular classified position on or after July 1, **2020** and be retroactive to July 1, **2020**.

~~b. One Time Payment: In addition, bargaining unit members shall receive a one time, off schedule payment equal to 0.5% of earnings as reflected on the 2019-2020 salary schedule, inclusive of any and all stipends and longevity flat rate amounts. This one time, off schedule payment shall apply to all unit members employed by the District as of the date of ratification of the Tentative Agreement.~~

If any employee organization receives a salary schedule increase that is higher than CSEA for any and all of the ~~2017-18~~ **2020-21**, ~~2018-2019~~ **2021-22**, and ~~2019-2020~~ **2022-23** school years, then CSEA may request, and the District will agree, to re-open negotiations on salary for each applicable school year.

11.8 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus $**553**~~536~~ additional after ten (10) years of service with the Anaheim Union High School District.

4% plus $**1,645**~~1,593~~ additional after (15) years of service with the Anaheim Union High School District.

7% plus $**3,029**~~2,933~~ additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus $**3,951**~~3,826~~ additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus $**3,951**~~3,826~~ additional after thirty (30) years of service with the Anaheim Union High School District.

Percentages and Flat Rates Stand Alone. They are not added or compounded.

11.9 Night Work Differential

All positions, the regularly assigned time of which requires the unit member to work more than one-half (½) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid $**144**~~139~~ per month higher than the salary grade for daytime employees.

11.14 Bilingual Pay

Memorandum of Understanding Bilingual Status

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional $**144**~~139~~ per month for conversing in a language other than English.

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, ~~2017~~ **2020** and remain in full force and effect up to and including June 30, ~~2020~~ **2023** and thereafter shall continue in effect year-by-year unless one of the parties has been notified by the other in writing of its intent to terminate.

During the ~~2018-19~~ **2021-22** contract year, all articles shall be open for negotiations. During the ~~2019-20~~ **2022-23** contract year, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.

In addition to these articles referenced above, CSEA and the District shall each have the option of opening one (1) other article of their choosing. These topics will be the only subjects of negotiations.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years ~~2017-2018~~ **2020-2021**, ~~2018-2019~~ **2021-22**, and ~~2019-2020~~ **2022-23** notwithstanding the results of the limited re-opener of negotiations as outlined above.

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

DATED: May 20, 2021

BY: Jacqueline Brock (May 20, 2021 15:44 PDT)

Jackie Brock

President, Anaheim High Chapter 74

DATED: May 20, 2021

BY: Brad Jackson (May 20, 2021 16:32 PDT)

Brad Jackson

Assistant Superintendent, Human Resources

DATED: May 20, 2021

BY:

Karli Nevarez

CSEA Labor Relations Representative

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

AND ITS

CHAPTER 74

CLASSIFIED SUPPORT SERVICES

For the Period

July 1, 2020
to
June 30, 2023

Approved by the Board of Trustees: Pending
For 2020-21

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ARTICLE 1: RECOGNITION

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

Included:

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

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

Excluded:

Management / Supervisory

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

Confidential Positions

Executive Assistant
Human Resources Specialist
Senior Executive Assistant

AFSCME Positions

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

NON-CLASSIFIED

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

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

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

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

ARTICLE 2: HEALTH AND WELFARE

2.1 **Primary Benefits**

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

2.1.1 Medical Insurance

PPO: Self-insured major medical with $275 deductible per person, maximum of $1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2017 of $1,348 per month or $16,179 per year per enrolled unit member.

HMO: HMO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2017 of $1234 per month or $14,814 per year per enrolled unit member. On or as of December 31, 2017, Anthem Blue Cross Fully Funded HMO Plan will be discontinued as a medical insurance offering to active employees.

2017 Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2017 calendar year, the District's contribution to the blended super composite rate shall not exceed $15,475.

Example:

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

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

46% of $11,808 = $5432. 54% of $14,364 = $7,757.

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

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provide as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan

administrator, Prescriptions drug and the Mental Health carriers. Plan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

Beginning with the 2021 calendar year, the maximum District contribution to the blended super composite rate will be $15,959. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund. There will be no employee contribution for calendar year 2021.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) $1,500/$1,700 yearly maximum per person including 70 percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Alcohol, drug abuse and psychological care utilizing MHN/Holman Company for employees and eligible dependents.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of $5,000.00 per month, and a minimum amount of not less than $25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 **Surviving Dependent Coverage**

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee’s death.

2.3 **Right to Contact**

The Association shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 **Self-Insurance Plan**

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 **Health and Welfare Parity**

If an agreement is reached with any other collective bargaining group on Health and Welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2021.

2.7 **Insurance Committee**

The Association may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 **Retiree Benefits**

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement plans shall be provided with major medical, including prescription

coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to 1979 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: $58. for PPO medical, $46.30 for EPO/HMO medical, and $10.40 for dental coverage for employees only.

2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.

2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.

2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 **Eligibility**

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article.

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 **IRS Section 125 – Flexible Benefit Plan**

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by the Association and the District. Participation by bargaining unit members in the plan shall be voluntary.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 **Membership Applications and Information about CSEA Dues**

The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.

3.2 **Right to Payroll Deduction**

CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. There shall be no charge by the employer to CSEA for regular membership dues deductions.

3.3 **Revocation of Membership**

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Association before processing any revocation request.

3.4 **Changes in Deductions**

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.5 **Dues Remissions and Information**

With respect to all sums deducted by the District pursuant to Sections 3.2, 3.3, and 3.4 above, the District agrees to promptly remit such monies to CSEA, accompanied by an alphabetical list of unit members for whom membership fee deductions have been made, and an alphabetical list of unit members for whom no CSEA dues deductions have been made. Both lists will indicate any changes in personnel from the list previously furnished.

3.5.1 The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

3.6 **Hold Harmless**

CSEA shall indemnify the District for any claims arising from its compliance with this article. The District shall promptly notify CSEA of any claims or litigation arising from implementation of this article.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is defined as a statement by an employee and/or the Association that the District violated an express term of this Agreement and that by reason of such violation the employee's rights have been adversely affected. (Reference: South Bay USD V. PERB (1991))

4.1 **Rights of the Association**

4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution of his problem by himself.

4.1.2 If an employee is not represented by the Association or its representative, the District shall notify the Association whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Association of the proposed adjustment and shall provide the Association with the opportunity to respond to the proposed adjustment. In any event, an adjustment made pursuant to this 4.1.2 shall not be used by the District as precedent for resolving future grievances or to establish a past practice.

4.2 **General Provisions**

4.2.1 The grievant shall have the right to be represented in all his/her discussions concerning the grievance by the Association.

4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form to be approved by the Board of Trustees and shall contain a clear, concise statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conferences and the specific remedy sought.

4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:

4.2.3.1 Grievance sustained.

4.2.3.2 Grievance denied.

4.2.3.3 Grievance sustained in part.

4.2.3.4 In addition to the above, all responses shall contain a statement of the rational for the response.

4.2.4 An appeal by the grievant from the disposition of any step shall be accompanied by the following material:

4.2.4.1 The original grievance.

4.2.4.2 The disposition of the grievance at each step.

4.2.4.3 Any written materials introduced as evidence in lower levels.

4.2.5 During any grievance meetings, only the following participants shall be permitted to attend:

4.2.5.1 The grievant(s).

4.2.5.2 The grievant's representative (maximum of three).

4.2.5.3 The respondent.

4.2.5.4 The respondent's representative (maximum of two).

4.2.5.5 Any witness deemed necessary by either party. At the request of either party, all witnesses for both parties shall be sequestered.

4.2.6 Failure to meet time limits. If a grievance is not processed by the grievant and the Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step. Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter or spring break.

4.2.7 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussions.

4.2.8 The grievant and necessary witnesses shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

4.2.9 Copies of grievance shall not be placed in the personnel file of the grievant.

4.2.10 The District representative is the chairperson of the meeting. The standard format for a grievance meeting shall be as follows:

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

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

4.2.10.3 Grievant's rebuttal.

4.2.10.4 Respondent's rebuttal.

4.2.10.5 Informal discussion.

4.2.11 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administration office is open for business.

4.2.12 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

4.3 **Grievance Procedures**

4.3.1 Step 1 When an employee has a complaint, the complaint may be brought to the attention of the appropriate supervisor in an attempt to resolve the problem informally through discussion.

4.3.2 Step 2 The grievant may present the grievance in writing to the appropriate administrative representative of the Board. Such grievance must be presented within twenty (20) days of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence. Within five (5) days of the filing of the grievance, a meeting shall be held with the grievant and his/her representative. The respondent shall render the Step 1 disposition within five (5) days after the Step 1 meeting.

4.3.3 Step 3 In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision in writing to the Superintendent or his/her designee. Such appeal must be made within ten (10) days of the termination of Step 1.

The appeal shall include a copy of the original grievance, the decision rendered at Step 1, and a clear, concise statement of the reasons for the appeal. Step 2 hearings shall be held within ten (10) days of the receipt of the appeal from Step 1.

The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 2 hearing and such a decision will terminate Step 2.

4.4 **Arbitration**

4.4.1 Submission to Arbitration

If the Association is not satisfied with the decision in Step 3, the grievance may be submitted by the Association to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Association's receipt of the Step 3 decision.

4.4.2 Selection of Arbitrator

The Association and the District shall attempt to agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the Public Employees Relations Board (PERB) to submit to the Association and the District the names of seven (7) arbitrators, all of whom are located in Southern

California, and who are members of the National Academy of Arbitrators. Each party shall alternately strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

4.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.4.2 above shall conduct a hearing promptly, and in accordance with the rules of the American Arbitration Association. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) days from the deadline for filing post-hearing briefs, whichever occurs later.

4.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Association.

4.4.5 Statement of Issues

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

4.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of the Agreement, in respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respective parties in the presence of each other and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can be fairly said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or

applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

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

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

4.4.7 Rules of Procedure

The arbitrator shall apply the rules of procedures normally followed by arbitrators in Southern California with respect to binding arbitration hearings, opinions and awards pertaining to classified public school employees. Upon agreement of the parties, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

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

4.5 **No Reprisals**

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

ARTICLE 5: WORKING HOURS

5.1 **Workweek**

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. If the District determines that the needs of the District dictates a changing of a regular work week that is different from the initial fixed and ascertainable date of hire, the District shall first solicit volunteers to meet those needs. If no volunteers are forthcoming, the District may impose changes on a seniority based criteria with the least senior employee being affected first, followed by the next senior in successive order until the District's need is met.

5.2 **Work Year**

The length of each employee's work year shall be determined by the District. Any change in the established work year of any unit member shall be negotiated with the association.

Beginning with the 2015-16 school year, the work year for 9-month hourly employees will be increased by two days. The first workday will be two days prior to the first student day.

5.3 **Workday**

The employee's regular workday shall consist of eight (8) hours of work, except that the Board may assign employees to a greater or lesser period of regular daily work whenever the needs of the District so dictate. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures as stated in the CSEA contract Article 11.20, in effect at the time of the action. In the event of a layoff, the District will meet and negotiate over the effects of the layoff with the Association. (Reference: Newman-Crows Landing USD (1982) PERB 223)

5.4 **In-service Days**

After the first student attendance day in August, on days designated by administrators as teacher training, preparatory or in-service days, which are student nonattendance days, or days which are regular student days classified personnel shall receive regular pay whether or not they are required to report for duty that day. (Ed Code 45203) The District has the option to schedule in-service training or regularly assigned work.

5.5 **Lunch Periods**

Each employee shall be granted an unpaid duty free lunch period of at least one-half (1/2) hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift.

5.6 **Rest Periods**

Each bargaining unit employee shall be provided one (1) fifteen (15) minute rest period for each four (4) consecutive hours worked, to be taken at times approved by the immediate supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Paid rest periods may be combined with unpaid lunch breaks through mutual agreement between employee and supervisor. Compensated rest periods shall be taken daily and cannot be carried over day to day.

5.7 **Definitions**

5.7.1 Overtime hours is any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any work week.

5.7.2 Overtime rate is equal to one and one-half (1½) times the employee's regular rate of pay.

5.7.3 Additional Hours/Workdays/Work weeks is any time/days/weeks in excess of the employee's Board approved workday, workweek, or work year.

5.7.4 Additional/Dual assignment occurs when the employee is assigned and/or contracted to work more than one position in a different or like classification in a temporary or permanent assignment, at the same or different location and/or department.

5.8 **Additional Hours and/or Assignments**

Any employee assigned to work additional time and/or assignments that are of an on-going nature and/or exceeds twenty (20) consecutive days of working the additional hours/assignments, shall have their work hours/day/year permanently extended to encompass the additional hours/assignment, and the extended hours shall be Board approved and become his/her regular and permanent working hours/day/year.

If an assignment is going to be longer than 20 consecutive days and it is just temporary, then an agreement must be signed by employee and district, stating approximate length of time and that it is on a temporary basis. Time not to exceed one (1) year.

5.8.1 Any CSEA member who is employed 10 or fewer months, who possess the minimum qualifications for summer school and/or ESY senior administrative assistant, may apply. Applicants will be interviewed and a candidate will be selected for each school site hosting a full summer school and/or ESY program.

In the event summer school/ESY begins prior to the conclusion of the newly selected summer school secretary's regular school year work assignment, the overlapping days shall be forfeited, not to exceed three (3) days.

5.9 **Minimum Call-In Time**

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

5.10 **Call Back Time**

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, equal to one and one-half (1½) times the employee's regular rate of pay, irrespective of the actual time less than that required to be worked.

5.11 **Reporting Work Hours**

Employees are required to adhere to assigned hours and reporting procedures established by the district, site or department and to report accurately. Failing to follow procedures, dishonesty or falsifying records will result in disciplinary action up to and including dismissal.

ARTICLE 6: TRANSFER PROCEDURES

6.1 **Definition**

A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position s/he holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

6.2 **Eligibility for Transfer**

The Director of Human Resources – Classified shall determine whether classes are sufficiently related to permit transfer between them. He/she shall consider similarity of duties, minimum qualifications, examination content and occupational group.

6.3 **Effects of Transfer**

Transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.

6.4 **Voluntary Transfer**

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

6.4.1 A vacancy list will be posted at each site by title, job site or department, hours, and posting date. Vacancies will be updated as necessary.

6.4.2 An employee may apply for a lateral transfer at any time.

6.4.3 When vacancies occur, all employees who are permanent in their classification who have a current "Request for Transfer" on file with the Human Resources Office - Classified and those in the first three ranks on the Promotional Eligibility List will be notified of the vacancy and given the opportunity to interview for the position in accordance with Personnel Commission rules. An appropriate transfer, as determined by the District, may be considered first.

6.4.4 A permanent employee(s) may be transferred at his/her request and for the good of the service from one position to another in the same class at the discretion of the District.

6.4.5 Transfer requests, while on file in the Human Resources Office - Classified, will be kept confidential. Employees may contact the Human Resources Office - Classified to obtain information concerning current openings.

6.4.6 Employees accepting a lateral transfer to the same class must remain in the position one school year before accepting another position in the same classification. All special circumstances will be negotiated between CSEA and the District.

6.4.7 The Human Resources Office - Classified shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.

6.4.8 Transfer requests will be kept until the end of the fiscal year in which requested. New transfer requests must be initiated on July 1 or later for the new fiscal year.

6.4.9 Transfer Based on Workload
District reserves the right to accept voluntary transfers based on workload.

6.5 **Involuntary Transfer**

Transfers of employees on a temporary or permanent basis may be initiated by the District management at any time such transfers is in the best interest of the District as defined by the Superintendent under the following conditions. An employee affected by such transfer shall be given notice as soon as practicable. The District shall notify CSEA in writing of any upcoming involuntary transfer. Any employee affected by such transfer has the right to CSEA representation at any conference with management to discuss the reasons for the transfer.

6.5.1 At the request of the employee or the Association, employees may be transferred from one job title in a classification to another job title in the same classification at the same or alternative site for the good of the service. Such requests will be in written format and shall specify the reason for the transfer, steps previously taken to remediate the situation, and benefit to be gained through the transfer.

6.5.2 Employees may be transferred from one site to another site based on workload as determined by the supervisor, site administrator, superintendent, or designee. Transfers will only be considered to balance staffing and not as a punitive measure.

6.5.3 Involuntary transfers shall not be implemented for arbitrary, capricious or discriminatory reasons. The “best interest of the District” clause set forth in section 6.5 shall conform to this standard.

6.6 **Disciplinary Action**

Employees involved in disciplinary action shall not be considered for transfer under Section 6.5.1 of this agreement.

ARTICLE 7: EVALUATION PROCEDURES

7.1 The employee's immediate supervisor shall make the evaluation and complete the evaluation form. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator.

7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.

7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.

7.1.3 Probationary or permanent employees may be evaluated more frequently, at the discretion of the immediate supervisor.

7.1.4 Excellent performance shall be commended in writing on all evaluation forms.

7.1.5 The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The signature of the employee being formally evaluated written on the evaluation form shall be taken as indicating that the employee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment to the evaluation within ten (10) working days of the date on the copy of the Classified Composite Performance Appraisal.

7.1.6 The evaluation shall be made in writing on a form to be provided by the Human Resources Office -Classified. All sections on this form will be completed accurately. This form shall be designated the "Composite Classified Performance Appraisal" form.

7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 8: SAFETY CONDITIONS

The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards, where applicable.

8.1 The District shall provide employees with safe working conditions.

8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.

8.3 It shall be the responsibility of the employees to report unsafe working conditions to their immediate supervisor.

8.4 No employee shall be required to work under conditions dangerous to the employee's safety.

8.5 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.

8.6 For all employees, there shall be convenient coffee break rooms and rest rooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.

8.7 In the case of bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.

ARTICLE 9: CONCERTED ACTIVITIES

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

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

ARTICLE 10: MANAGEMENT RIGHTS

10.1 All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District unless otherwise modified by the terms and conditions of this Agreement. It is agreed that such reserved rights include, but are not limited to, the exclusive right and powers to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

10.1.1 The legal, operational, geographical, and organizational structure of the District including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

10.1.2 The financial structure of the District including all sources and amounts of financial support, income funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

10.1.3 The acquisition, disposition, number, location, types and utilization of all District properties whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service, and activity functions assigned to such properties;

10.1.4 All services to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational support, construction, maintenance, and repair services;

10.1.5 The utilization of personnel not covered by this Agreement including limited term substitutes, temporaries, hourly employees, provisional personnel, consultants, and supervisory or managerial personnel to do work which is normally done by personnel covered hereby, and the methods of selection and assignment of such personnel;

10.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health

and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters;

10.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities, classrooms, functions, departments, tasks, or equipment. The District will assign the employee to the school and the principal will assign the duties, and the determination as to whether, when, and where there is a job opening;

10.1.8 The job classifications and the content and qualifications thereof;

10.1.9 The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;

10.1.10 The dates, time and hours of operation of District facilities, functions, and activities;

10.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

10.1.12 The rules, regulations and policies for all employees, students, and the public;

10.1.13 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

All rights of management herein enumerated are subject to the terms and conditions of this Agreement. All other rights of management not expressly limited by the terms and conditions of this Agreement are reserved to the District.

It is not the intention of the parties, in setting forth the above mentioned rights of management, to detract or diminish in any way the rights of the Association or of employees that are expressly set forth elsewhere in the Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

The exercise of any rights reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 4 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES

11.1 **Salary**

For the 2020-21 school year, there shall be a wage increase of three point twenty-six percent (3.26%) applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.14) and longevity flat rate amounts (increase reflected in Sections 11.8, for all bargaining unit members. All 2020-21 on-going increases to wages, stipends, and longevity flat rate amounts shall include all employees in a regular classified position on or after July 1, 2020 and be retroactive to July 1, 2020.

If any employee organization receives a salary schedule increase that is higher than CSEA for any and all of the 2020-21, 2021-2022, and 2022-2023 school years, then CSEA may request, and the District will agree, to re-open negotiations on salary for each applicable school year.

11.2 **Overtime Pay**

Employees shall be compensated at the rate of one and one-half (1 ½) times the employee's rate of pay for any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any workweek. Overtime shall be specifically assigned and authorized in advance by the supervisor.

11.3 **Overtime Pay on Holidays**

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1½) times the regular rate of pay in addition to the regular rate of pay for the holiday.

11.4 **Right of Refusal – Compensatory Time Off, Overtime**

11.4.1 A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. The supervisor shall inform an employee of the intended method of payment (cash or compensatory time) at the time of directing overtime work.

11.4.2 An employee may refuse overtime work, except that when the needs of the District warrant, the supervisor may direct the employee to work overtime. The needs of the District shall be defined by the supervisor. The supervisor shall attempt to identify employees desiring to work overtime voluntarily and on seniority-based rotation most senior by date of hire in the district and in descending order. Should there be no volunteers, the district may impose overtime on a seniority based assignment with the least senior member encumbered first and so on in ascending order.

11.5 **Compensatory Overtime**

Compensatory time off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as

scheduled and approved by the immediate supervisor. If not permitted to be taken before the end of the twelve-month period, payment will be made to employee at the overtime rate.

11.6 **Sixth/Seventh Day of Work Pay**

11.6.1 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6^{th}) or seventh (7^{th}) day following the commencement of the normal workweek at a rate equal to one and one-half (1½) times his/her regular rate of pay.

11.6.2 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7^{th}) day following the commencement of the normal workweek at a rate equal to one and one-half (1½)times his/her regular rate of pay.

11.7 **Pay Increases After Promotion**

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first step of the salary range that reflects at least a four (4) percent increase. Additional advancement will occur on the first of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.8 **Longevity**

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus $553 additional after ten (10) years of service with the Anaheim Union High School District.

4% plus $1,645 additional after (15) years of service with the Anaheim Union High School District.

7% plus $3,029 additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus $3,951 additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus $3,951 additional after thirty (30) years of service with the Anaheim Union High School District.

Percentages and Flat Rates Stand Alone. They are not added or compounded.

11.9 **Night Work Differential**

All positions, the regularly assigned time of which requires the unit member to work more than one-half (½) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid $144 per month higher than the salary grade for daytime employees.

11.10 **Working Out of Classification**

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing boards in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a thirty (30) calendar day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. If the employee is asked to perform work in a lower paying classification his/her current salary shall remain the same and shall not be adjusted upwards
nor downwards. Such adjustments upward shall be consistent with the salary placement given an employee who received a promotion as indicated in Article 11.7.

No employee assigned duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced duties.

11.11 **Office Assistant**

For 2002-2003, the district shall assign one (1) permanent three (3) hour Office Assistant position to the school with the tenth (10^{th}) highest mobility rate. The three (3) hour Office Assistants assigned for mobility are permanent positions within the district, but may be moved between sites as mobility needs change.

11.12 **Extra Service Pay (Replaces MOU 3/5/98)**

Classified employees who accept extra-service duty assignments will be paid on the existing certificated extra-service pay assignment schedule.

11.13 **Mileage**

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate. The use of private vehicles for school district business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.

11.14 **Bilingual Pay**

Memorandum of Understanding Bilingual Status

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional $144 per month for conversing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

11.15 **Temporary Clerical Employees**

The district agrees to provide one (1) temporary clerical employee at each high school for one (1) day following the receipt of transcripts from Information Services, as per Memo of Understanding between CSEA and AUHSD dated 9/16/87.

11.16 **Limited Term or Provisional Employees**

Upon notification of absence of a regular employee in any classified position, the District shall make every attempt to provide a qualified employee as soon as possible.

11.16.1 Limited Term or Provisional employees temporarily employed in a classified position unless such employee is qualified and eligible pursuant to personnel commission rules and Education Code Section 45272.

11.17 **Classification Study**

The District and CSEA agree to conduct classification studies for all classified positions in the bargaining unit. Each year the classification study shall be conducted on a family of classifications from a grouping that would ensure that all classifications are studied within a five year continuous cycle.

The groups are as follows:

Group 1:
Accounting Technician
ASB Account Technician
Benefits Technician
Business Technician
Buyer
Payroll Technician
Procurement Contract Specialist
Senior Accounting Technician
Senior Budget Technician
Senior Payroll Technician

Group 2:
Credentials Technician
Food Service Technician
Human Resources Technician
Risk Management Technician
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)
Senior Administrative Procurement Assistant

Group 3:
Administrative Assistant
Administrative Assistant (Bilingual)
Legal Administrative Assistant
Office Assistant
Office Assistant (Bilingual)
Secretary-Attendance
Secretary-Attendance(Bilingual)
Secretary-Program Support
Secretary-Program Support (Bilingual)
Secretary-Registrar/Records
Secretary-Registrar/Records (Bilingual)
Secretary-School Support
Secretary-School Support (Bilingual)
Senior Administrative Assistant
Senior Administrative Assistant-Bilingual

Group 4:

Information Systems Specialist I
Information Systems Specialist II
Information Systems Technician
Network Analyst
Network Technician
Programmer Analyst
Publication Technician
Systems Administrator
Web Master

Group 5:
Campus Safety Aide
Health Services Technician I
Health Services Technician II
Licensed Vocational Nurse
School Community Liaison
School Library/Media Technician
Sign Language Interpreter
Speech-Language Pathology Assistant
Workability Placement Assistant

Group 6:
Assessment & Evaluation Technician
Braille Transcriber
Child Welfare and Attendance Liaison
Instructional Assistant-Bilingual (Arabic)
Instructional Assistant-Bilingual (Korean)

Instructional Assistant-Bilingual (Spanish)
Instructional Assistant-Bilingual (Vietnamese)
Job Developer/Job Coach
Language Testing Assistant
Parent Involvement Specialist
Translator

Group 7:
Behavior Intervention Specialist
Instructional Assistant-Adult Transition
Instructional Assistant-Mathematics
Instructional Assistant-Medically Fragile/Orthopedically Disabled
Instructional Assistant-Special Abilities
Instructional Assistant-Specialized (Deaf/Hard of Hearing)
Instructional Assistant-Specialized Academic Instruction
Instructional Assistant-Specialized Academic Instruction (Bilingual)

The study shall begin July 1 each year and be concluded by June 30 each year for the appropriate grouping.

11.18 **Professional Growth Program**

11.18.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employees providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.18.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office - Classified. Unit members shall complete and submit their approval forms prior to beginning their course of study.

11.18.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance and educational/technical assistance in their areas of expertise.

11.18.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Must be a total of 15 units Required Course Work as described in 11.18.6, including the 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2, 3, & 4: Must be additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;

2. Bachelor’s Degree in a declared major/field of study;

3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Must be completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor’s Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements

expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Must be achievement of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.18.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.18.5.1	District New Employee Orientation	3.0 units
11.18.5.2	District provided Health & Safety Training	3.0 units
11.18.5.3	First Aid/Adult CPR	3.0 units
11.18.5.4	Two Courses from one or both of the following groups:	6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;

2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.18.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval of Coursework – Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.18.7 Additional Education Incentive Increments

After the Required Course Work described in 11.18.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;

2. Bachelor's Degree in a declared major/field of study;

3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.18.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.18.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

2018-19 School Year Exception: For the remainder of the 2018-2019 school year only (April 17, 2019 to June 30, 2019), units in progress during the current term of an accredited institution shall be applicable to the Professional Growth Program provided that the employee has submitted the "Application for Approval of Coursework – Professional Growth" to the District and received approval before completion of the course(s).

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of a unit member, shall be corrected

as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.18.10 Criteria for Evaluation

The Division of Human Resource shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to the employee's current job classification or enhances job opportunities within the District.

11.18.11 Credit Calculation

11.18.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).

11.18.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

11.18.11.3 All college credits or degrees shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle States Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)
3. Higher Learning Commission (HLC) (formerly the North Central Association of Colleges and Schools (NCA))
4. Northwest Accreditation Commission (NAC)
5. Southern Association of Colleges and Schools (SACS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:
   Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)
   Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a "C" or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

11.18.12 The Professional Growth Committee

11.18.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, one (1) certificated member, and the Human Resource Classified Director, or designee. CSEA Chapter #74 shall appoint the classified members of the committee.

11.18.12.2 Duties of the Committee

a. Establish and maintain a list of prospective volunteer mentors (see 11.18.3).

b. Recommend additional or revised policy as necessary to the Superintendent and CSEA Chapter 74.

c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.

d. Suggest topics of interest for District-wide in-service for unit members.

11.18.12.3 The District shall grant the committee members necessary release time from their regularly scheduled workdays to participate in committee activities.

11.18.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, of the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.18.13 Personnel Files

Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth steps must be completed and on file by January 31 or June 30 in the Human Resource Office.

Such employee files are necessary for the efficient management of the District shall be kept by the Human Resource Office. An employee may review his/her personnel file and may respond to the documents on file. All employee records are confidential.

11.18.14 Professional Growth Education Incentives for Bargaining Unit Employees

11.18.14.1 Upon satisfactory completion of Step 1, the unit member shall receive a one-time educational incentive of $500.

11.18.14.2 Upon satisfactory completion of Step 2, the unit member shall receive a one-time educational incentive of $750.

11.18.14.3 Upon satisfactory completion of Step 3, the unit member shall receive a one-time educational incentive of $850.

11.18.14.4 Upon satisfactory completion of Step 4, the unit member shall receive a one-time educational incentive of $900.

11.18.14.5 Upon satisfactory completion of Step 5, the unit member shall receive a one-time educational incentive of $1,000.

11.18.14.6 Upon satisfactory completion of Step 6, the unit member shall receive a one-time educational incentive of $2,000.

11.19 **Replacement of Personal Property**

The Board of Trustees will authorize payment of the cost of replacing or repairing property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee. Covered items are:

11.19.1 prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee

11.19.2 vehicles

11.19.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.19.4 Vehicle collision (including hit and run incident(s).

11.19.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.19.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.19.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.19.7 Cash, credit cards, or other cash equivalent items.

The maximum payment of any one claim is $1,500 or actual cost whichever is less in the case of vehicles and $1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses or damages which are compensable wholly or partially under the employee's private insurance policy or policies shall to such extent not be compensable under the terms of this policy.

11.20 Procedure Regarding Layoff (Ref: Education code 45308, 45297, 45117

11.20.1 Classification Seniority

Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs. When classified employees are laid off for lack of work or lack of funds, layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus higher classes, shall be considered to have the least seniority; and therefore, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Seniority within classification is to be computed by the date the employee enters the classification, minus unpaid breaks in employment (excluding summer, spring and winter breaks). Seniority within classification continues to accrue in lower classes held after an employee promotes to a higher classification. District seniority (length of service) shall be calculated from employee's date of hire as a regular employee, minus unpaid breaks in service (excluding summer, spring and winter breaks).

The names of permanent and probationary employees thus laid off shall be placed on the reemployment list for the class from which they were laid off. Names on the re-employment list shall be in the relative order of seniority.

Classified employees laid off are eligible for re-employment for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.

If two or more employees subject to layoff, have equal class hire dates and seniority, the employee with the least district seniority shall be laid off first. If district seniority is equal, the decision shall be made by lot.

11.20.2 Displacement Rights – Demotion in Lieu of Layoff and Bumping Rights

An employee in the classified service who is laid off from a class, and who has previous service in an equal or lower class, shall have the right to bump a less senior employee, regardless of hours and/or months, in that equal or lower class. Seniority for purposes of bumping shall include the total of the previous service in the equal or lower class, plus service in the class from which layoff occurs and in higher classes. In the event of a layoff, the following bumping priority will apply:

- An employee whose position is eliminated or reduced shall first be placed in a vacant position with an equal assignment in the same class when compared with the employee's current position.

- If the previous option is unavailable, the employee shall be placed in a vacant position that has additional assigned time in the same class when compared with the employee's current position.

- If the previous option is unavailable, the employee will be allowed to bump into a position providing an equal assignment in the same class when compared with the employee's current position, and which is occupied by a less senior employee.

- If the previous option is unavailable, the employee will be allowed to bump into a position providing additional assigned time in the same class when compared with the employee's current position, and which is held by the least senior employee of those less senior employees holding positions with more assigned time.

- If the previous option is unavailable, the employee will be allowed to bump into a position in the class with less assigned time that is closest to the employee's current assigned time, and which is held by a less senior employee in the class.

- If the employee is the least senior employee in the class, the employee shall have the option of bumping into an equal or lower class previously held as a permanent classified employee.

11.20.2.1 To be considered for bumping, which would result in the displacement of a less senior employee in the classification in which the employee subject to layoff has greater combined seniority in the lower and higher classifications, the employee shall be required to notify the Human Resources – Classified Office in writing of such election not later than ten (10) working days after receiving the notice of layoff.

11.20.2.2 An employee who has accepted a demotion or bumping rights in lieu of layoff, has the right to be reemployed, in accordance with seniority in the former class, for an additional twenty-four (24) month period after the thirty-nine (39) month reemployment period.

11.20.3 Voluntary Reductions in Assigned Time

The District may elect, in lieu of layoff, to offer reductions in assigned time to classified employees within an affected classification. An employee who elects and receives a reduction in assigned time in lieu shall, nonetheless, be placed on the thirty-nine (39) month reemployment list, together with an additional twenty-four (24) month period, and shall be eligible to return to this former assigned time in order of seniority.

11.20.4 Return to Former Classification Following Voluntary Demotion or Voluntary Reduction in Hours

Employees taking voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, within the sixty-three (63) month limit per paragraph 11.20.3 above, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

11.20.5 Retirement in Lieu of Layoff

11.20.5.1 Any employee subject to being laid off, or who was in fact laid off, may elect to accept a service retirement

from the Public Employee's Retirement System in accordance with the Education Code.

11.20.5.2 The employee shall be placed on a thirty-nine (39) month reemployment list; however the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

11.20.5.3 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the District receives within ten (10) working days a written acceptance offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

11.20.5.4 An employee subject to this Section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

11.20.5.5 Any employee electing to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this Section.

11.20.6 Reemployment

11.20.6.1 A classified employee who is laid off shall be placed on a thirty-nine (39) month reemployment list and shall have the right to apply for other positions within the District while the employee's name remains on the reemployment list. The employee shall be required to maintain his/her current address on file with the Human Resources – Classified Office.

11.20.6.2 If, during an employee's eligibility period for reemployment, positions become vacant within a job classification of a laid off employee or employees, the District shall notify by first class mail addressed to the last known address on file in the Human Resources – Classified Office such employee or employees offering reemployment in order of seniority.

11.20.6.3 An employee who receives such notice of reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.

11.20.6.4 An employee who receives such notice of reemployment, but who does not accept the offer of reemployment within five (5) working days shall be deemed to have rejected the offer of reemployment. After refusal or non-response to the second consecutive offer of reemployment, the employee's name shall be removed from the thirty-nine (39) month reemployment list including all rights thereto.

11.20.6.5 A classified employee reemployed within thirty-nine (39) months after being laid off shall be fully restored to his/her position with all the rights of permanent status and benefit level enjoyed prior to layoff. Seniority, benefits, or service credit shall not, however, accrue during the period of layoff.

11.20.7 Seniority Roster

The District shall maintain an updated seniority roster indicating employee's class seniority, and hire date seniority. Such rosters shall be available to CSEA for review.

11.20.8 Benefits to Employees Following Layoff

Employees laid off shall be afforded limited term or provisional employment in any class within the District for which he/she meets minimum qualifications in accordance with seniority as provided for in this Agreement.

ARTICLE 12: LEAVES

12.1 **Bereavement Leave**

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

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave.

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

"The bereavement leave provided in this section shall be applicable to each member of the "immediate family" independently. Bereavement leave shall not be required to be utilized on consecutive days.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

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

12.2 **Jury Leave**

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

Employees are required to return to work during any day or portion thereof in which jury duty services are not required. Employees who work the swing shift

and serve on a jury during the day will be excused from the swing shift for the actual hours required to serve on jury duty or while waiting for jury duty selection. The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

12.3 **Military Leave**

Employees shall be required to request military leaves in writing and will supply the District with "orders" and status reports. Any employee who is granted a long- or short-term shall be entitled to receive his or her salary for the first 30 calendar days of active duty service during the absence, provided the employee has been in the service of the district for a period of not less than one year immediately prior to the date on which the absence begins. Pursuant to Military and Veterans Code sections 395 and 395.01.

12.4 **Paid Sick Leave**

12.4.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

12.4.2 Members of the bargaining unit employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

12.4.3 Members of the bargaining unit employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.

12.4.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 12.4.2 and 12.4.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.

12.4.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.

12.4.6 Notification of Return to Work: In order to allow the District the opportunity to make arrangements for the return of an absent employee, the employee shall notify their immediate supervisor of their pending return as soon as possible, but not later than 3:00 p.m. of the work day preceding the employee’s return. If an employee fails to notify their immediate supervisor and a substitute has been assigned to work the day the employee returns the employee may be sent home for that day without pay. Per PC Rule 16.2.8

12.4.7 An employee who is absent due to a personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery there from, shall be allowed full

pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

12.4.8 The Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require satisfactory proof of the nature, extent and duration of the illness if it believes an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse or other appropriate action.

When there is a question as to the extent and duration of the disability, lasting more than five (5) days, or the employee's ability to return to work, the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated), may require the employee to submit to an examination by a physician selected and paid by the Board. The employee will be given a copy of the physician's report to the Board and/or District (i.e., Board Members, Superintendent, Assistant Superintendents and Director of Human Resources both Classified and Certificated.

12.4.9 Members of the bargaining unit must notify his/her supervisor of the absence as soon as the necessity to be absent becomes known to the employee but not later than thirty (30) minutes after the start of the employee's workday.

12.4.10 An employee, while on unpaid leave of absence granted by the Board of Trustees, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

12.4.11 Extended Sick Leave

An employee who is absent because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave, shall not exceed 100 working days in any one(1) fiscal year. It shall not be accumulative and shall be exclusive of any other paid leave, holidays, vacation or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run consecutively with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

12.4.12 Failure to Report to Work – Job Abandonment

Employees absent from work for three (3) consecutive work days without authorization and/or failure to notify the district of a valid or acceptable reason is job abandonment and shall constitute dismissal from the district service.

12.5 **Industrial Accident and Industrial Illness Leave**

12.5.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 45192 and this rule.

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

2.5.2.1 S/he has probationary or permanent status.

2.5.2.2 The illness or injury is directly related to the performance of his/her duties while in the employ of the Anaheim Union High School District.

12.5.3 An employee absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one leave nor the total number of days allowed in one school year for more than one such leave does not exceed a total of sixty (60) consecutive working days.

12.5.4 Occupational leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.

12.5.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.

12.5.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Sections 44043 and 45192 of the Education Code. Charges to the employee's leave balances shall be as follows:

12.5.6.1 Occupational leave shall be reduced by one (1) day of authorized absence regardless of temporary disability payments paid.

12.5.6.2 Sick leave and/or vacation leaves shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the district, which when added to temporary disability benefits, will exceed his full salary during the period of his absence.

12.5.7 An employee, while receiving occupational benefits, must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

12.5.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

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

12.6 **Court Appearance**

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the employee. This section shall not be applicable to employees who are litigants.

12.7 **Personal Necessity Leave of Absence**

12.7.1 Unit members may use up to ten (10) days of personal necessity PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.

12.7.2 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes, and s/he shall notify the immediate supervisor prior to the absence.

12.7.2.1 Accident or serious illness involving his/her personal property or property of his/her immediate family

12.7.2.2 Court appearance as a litigant or as a witness under order

12.7.2.3 Religious observance

12.7.2.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child

12.7.2.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

12.7.3 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

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

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

12.8 **Parental Leave**

12.8.1 Upon request, pregnant unit members shall be granted fully paid maternity leave for up to six (6) weeks after the birth of a child. Additional maternity/parental leave for the remainder of up to twelve (12) weeks in any twelve month period shall be unpaid except that unit members may utilize accumulated sick leave (under section 12.4 and its subsections), and/or accumulated vacation leave (under Article 13), and/or extended sick leave (under 12.4.11), and/or parental leave provided for under 45196.1 of the Education Code during that time.

12.8.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to a total of twelve weeks leave during any twelve month period and shall be unpaid except that unit members may utilize accumulated sick leave (under section 12.4 and its subsections), and/or accumulated vacation leave (under Article 13), and/or extended sick leave (under 12.4.11) and/or parental leave provided for under 45196.1 of the Education Code during that time.

12.8.3 Parental leave will be provided in accordance with existing law and may be taken all at once, or, with the exception of the six (6) weeks fully paid maternity leave provided for in 12.8.1, utilized on a reduced schedule or intermittent basis as permitted by law.

12.9 **Leave of Absence Without Pay**

12.9.1 Permanent employees may be granted leave of absence without pay provided such leaves are not detrimental to the best interests of the District, as determined and recommended by the Superintendent, and approved by the Board of Trustees. Requests for leaves of absence without pay shall be made on forms provided by the Personnel Director, and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

12.9.2 Revocation of Leave

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

12.9.3 Employment While on Leave

An employee, while on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees. Upon approval of the Superintendent, the leave may be extended at the sole discretion of the Superintendent.

12.9.4 Benefits While on Leave

Employees on leave of absence without pay shall not accrue seniority, salary step advancement, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range. Upon return from a long-term leave of absence, an employee's anniversary date shall be adjusted. An employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Government and Veterans' Code.

12.9.5 Types of Leaves

Such leave of absence with-out pay may be granted for any of the following reasons:

12.9.5.1 Health

A permanent classified employee may be granted a leave of absence without pay for health purposes for a specified period of time.

12.9.5.2 Short Term Personal Leave Without Pay

An excused absence without pay for an employee may be approved for one (1) day by the Principal or Classified Supervisor. Upon the recommendation of the Principal or Classified Supervisor, the Assistant Superintendent, Personnel, or designee may authorize an excused absence without pay for employees from two (2) to five (5) days. Notification that absence has been approved should be reported to the Classified Personnel Office at least twenty-four (24) hours prior to the absence.

12.9.5.3 Pregnancy Leaves and Absences

Pregnant employees shall be granted pregnancy leave without pay, such leave to commence on a date to be determined by the employee and her physician.

12.9.5.4 Family Medical Leave Act

The district shall grant unpaid leave as specified by the Family Medical Leave Act.

12.9.5.5 Peace Corps

A permanent classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second year if the employee continues in Peace Corps service.

When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she

held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

12.9.5.6 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the Classified Director of Personnel and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon return to service of the District.

A permanent employee granted a leave under this rule must sign an agreement on forms available in the office of the Classified Director of Personnel, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to give such notice will be considered as notice that the employee will not return and that his/her position is vacant.

12.9.5.7 Tragedy Personal Necessity Leave

A long term personal necessity leave of absence, not to exceed ninety (90) days, may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, child, or any relative living in the immediate household of the unit member.

An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the unit member while on leave.

12.9.6 District Notification

The Classified Personnel Office will notify an employee who is on a leave of absence, twenty-five (25)days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification fifteen (15) days before the expiration of the leave indicated the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Personnel Director.

12.9.7 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists, or a similar classification for a position which is vacant and for which the employee is qualified, and which does not constitute a promotion.

12.9.9 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

12.9.10 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense, provided the carrier allows.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance benefit program shall submit a check or money order to the Business Office for the exact amount of premium on or before the 25th day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

12.10 *Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day (in lieu of Admission Day)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Spring Friday
Memorial Day

*See current years calendar for actual day on which the paid holiday will fall.

12.10.1 Eligibility

12.10.1.1 All employees will be entitled to payment for Board authorized holidays, provided they are in paid status during any portion of the day immediately preceding or succeeding the holiday.

12.10.1.2 Employees who are not assigned to duty during the Winter or Spring recess shall be paid for any Board authorized holidays during this period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or following the Winter or Spring recess.

12.10.1.3 When a holiday falls on Sunday, the following Monday will be observed. When a holiday falls on Saturday, the preceding Friday will be observed.

12.11 **Catastrophic Leave (Board Policy 6602, 6602-R)**

Employees may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave credits for an employee who experiences a catastrophic personal illness or injury. Donations made under the Catastrophic Leave Program shall be strictly voluntary.

12.11.1 Definitions:

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

12.11.1.2 "Eligible leave credits" are sick leave days accrued by the donating employee and donated to the Catastrophic Leave Program.

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

12.11.1.4 The "Open Enrollment Period" shall take place annually during the month of October each year.

12.11.1.5 The "Sick Leave Bank Committee" or "Committee" shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA); California School Employees Association (CSEA); American Federation of State, County and Municipal Employees (AFSCME); and the Mid-Managers Association, Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from the District Administration designated by the Superintendent.

12.11.1.6 "Enrolled Member" means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

12.11.2 The Board adopted the following rules and regulations for the administration of this policy, including, but not limited to the following:

12.11.2.1 Participation in the Catastrophic Leave Program shall be voluntary, but permitted for all permanent employees who are eligible for extended sick leave benefits.

12.11.2.2 To become an Enrolled Member in the program, a permanent employee must initially donate one sick leave day. Enrolled Members must then donate one sick leave day per year during the Open Enrollment Period to maintain eligibility.

12.11.2.3 The Sick Leave Bank is available to all Enrolled Members for use during their work year.(Enrolled Members who are 12 month employees may apply to use the Sick Leave Bank year round. All other Enrolled Members are eligible according to their regular work year.)

12.11.2.4 Employees, who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible, must wait sixty (60) duty days after their enrollment to become eligible to withdraw from the Bank.

12.11.2.5 The Sick Leave Bank must not be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave, (2) catastrophic leave, (3) extended illness leave.

12.11.2.6 The maximum amount of time for which donated eligible leave credits may be used is twenty-five (25) days for any one catastrophic illness. The lifetime benefits from this policy may not exceed a total of fifty (50) days.

12.11.2.7 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program either public or private unless the total benefit is less than 100% of the employee’s basic salary. Enrolled Members having any additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

12.11.2.8 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as defined herein, when combined with other district income, or income protection plan, shall not provide the recipient with a greater monthly District income/fringe benefit contribution than he/she received immediately prior to the receipt of catastrophic sick leave.

12.11.2.9 An Enrolled Member who receives donated eligible leave credits shall use any leave credits, including vacation, that he/she continues to accrue on a monthly basis prior to receiving/using additional donated eligible leave credits from the Sick Leave Bank.

12.11.2.10 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.

12.11.2.11 If more than one Enrolled Member applicant is being considered at the same time and there are not enough days in the Bank to fill each request, the available days will

be divided equally or proportionately, as is consistent with the requests, between and among the Enrolled Member applicants. In this instance, additional donations of eligible leave credits may be accepted.

12.11.2.12 Direct Donations

Notwithstanding any other provision of Section 12.11 or its subsections, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Subsection 12.11.2.9, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Subsection 12.11.2.5. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

12.11.2.13 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District.

12.11.2.14 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations to specific employees as stated in 12.11.2.12.

12.11.2.15 The Enrolled Member must waive any and all claims against the Board, District and its officer and employees, arising from the administration of the Catastrophic Leave Program.

12.11.2.16 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

12.11.3 Donating to the Sick Leave Bank:

12.11.3.1 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.

12.11.3.2 All transfers of eligible leave credits are irrevocable.

12.11.3.3 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year.

12.11.3.4 Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent or designee.

12.11.3.5 Donations to the Sick Leave Bank are general donations.

12.11.3.6 When and if the eligible leave credits in the Sick Leave bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. Employees seeking to become new Enrolled Members, however, must still donate at least one (1) eligible leave credit to enter the Catastrophic Leave Program.

12.11.4 Utilizing Credits from the Sick Leave Bank:

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

12.11.4.1 The employee must be an Enrolled Member before requesting donated eligible leave credits.

12.11.4.2 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee Board.

12.11.4.3 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.

12.11.4.4 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor’s certification and shall have the authority to accept evidence from other sources.

12.11.4.5 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member’s catastrophic illness or injury.

12.11.4.6 The Enrolled Member has exhausted all accrued paid leave credits with the exception of extended illness leave.

12.11.4.7 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member’s paycheck will be discontinued (except for AUHSD computer loan payments and health and life insurance payments.)

12.11.4.8 Conditions, Illnesses, and Injuries Not Covered:

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

ARTICLE 13: VACATIONS

13.1 **Eligibility**

Permanent employees of the bargaining unit who have completed six (6) months of paid service as a regular probationary employee, or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

Probationary employees may take vacation as approved by their supervisor. Said vacation shall not become a vested right until the sixth (6th) month of employment is complete. Should an employee leave the District for any reason prior to being awarded permanent status, all used vacation will be repaid to the District.

13.2 **Accrual**

Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

13.3 **Number of Days**

Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours, i.e., a six (6) hour employee would receive 6/8th of a day per month.

13.4 **Additional Days**

Employees with more than one (1) year of service in a paid status are entitled to working days of vacation with pay in each fiscal year, in addition to those set forth in 13.3, computed as follows:

1 additional day at the start of the 2nd year
2 additional days at the start of the 4th year
3 additional days at the start of the 5th year
4 additional days at the start of the 6th year
4 additional days at the start of the 7th year
5 additional days at the start of the 8th year
6 additional days at the start of the 9th year
6 additional days at the start of the 10th year
7 additional days at the start of the 11th year

7 additional days at the start of the 12th year
8 additional days at the start of the 13th year
8 additional days at the start of the 14th year
9 additional days at the start of the 15th year
10 additional days at the start of the 16th year
11 additional days at the start of the 17th year

13.5 **Use of Days**

Earned vacation shall be taken only at times which are mutually agreeable to the employee and his/her supervisor. Employees are encouraged to take vacation at times that have the least impact to the operations of the district and school site. Supervisors will consider reasonableness and impact of essential services to staff and students when approving vacation requests.

Employees are expected to attain approval of vacation days prior to making vacation plans.

13.6 **Accumulation of Days**

All vacation days earned by all monthly full-time permanent employees with less than five (5) years of service must be taken within twelve (12) months following the period in which it is earned and may not be accumulated beyond this period. All monthly full-time permanent employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-nine (29) working days under adopted regulations regarding vacations.

13.7 **Vacation Schedules**

During the first working month of each school/fiscal year, permanent employees and the supervisor shall meet and mutually agree to a vacation schedule for that school/fiscal year. Changes to the vacation calendar may be amended throughout the year utilizing the same approval process as stated in 13.5. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the employee for the days that exceed their cap.

The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

13.8 **Termination of Vacation**

In case of termination, vacation time owed the District shall be deducted from the final paycheck.

13.9 **Interruption of Vacation**

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to action service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination. A doctor's written

verification of illness will be required in order to commence illness leave under this provision.

13.10 **Upon Separation**

On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his last regular assignment, except the employee who has not completed six (6) months of employment in regular or restricted status shall not be entitled to such compensation.

13.11 **Holiday During Vacation**

When a holiday falls during the scheduled vacation day of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.

13.12 **Fall, Winter and Spring Break**

For the purposes of this Article, the District office shall be open for business during the Fall, Winter and Spring break. Employees who choose to work during the Fall, Winter and Spring break may do so in their own job classification, and at their own work sites except when a work safety issue is presented. Employees are encouraged to schedule vacations during periods when students are not in session.

ARTICLE 14: ASSOCIATION RIGHTS

14.1 **Released Time - Association Business**

Upon twenty-four (24) hours prior notice to the District and authorization by the President of the Association, the Association shall be provided a maximum of thirty-five (35) days each fiscal year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of one (1) full day.

14.2 **Released Time – Negotiations**

During each school year when negotiations are in progress, and following prior notice and scheduled coordination with the immediate supervising administrator, seven (7) authorized representatives of the CSEA bargaining unit shall be granted a maximum of seven (7) full days of released time each without loss of compensation for the purpose of meeting and negotiating. This released time shall be taken in minimum increments of one (1) full day. Additional days may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent.

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

14.3 **Access**

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

14.4 **Seniority Roster**

Upon request, CSEA will be provided at a reasonable cost a complete seniority roster of all bargaining employees.

14.5 **Employee Roster**

On or before November 15 of each school year, CSEA will be provided a complete roster of all bargaining employees containing the employee’s current classification, location, date of hire, home address, phone number and month of birth.

ARTICLE 15: SEPARABILITY AND SAVINGS

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

15.2 If any such decision or change in law occurs the parties hereto shall, upon request within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith and/or negotiate a new article(s) to replace the invalidated article(s).

ARTICLE 16: ENTIRE AGREEMENT

The District and the Association (CSEA) shall be bound by those terms which are expressly and explicitly set forth in this agreement. Any past practices or understandings between the Association (CSEA) and the district that are within the scope of bargaining as set forth in Government Code section 3543.2 shall not be subject to modification without negotiations between the Association (CSEA) and the District.

ARTICLE 17: PUBLICATION OF AGREEMENT

17.1 The District shall make this Agreement and updates to this agreement available on the District website. The District will provide, upon request and without charge, a copy of this Agreement to any employee in the bargaining unit. At the time of employment, any employee who becomes a member of the bargaining unit after execution of the Agreement, shall be notified in writing of the availability of this Agreement on the District website and their right to receive a written copy of this Agreement without charge. Written changes agreed to by the parties of this Agreement during the life of this Agreement will also be available on the District website and upon request by any employee.

17.2 Each year, CSEA will be provided with printed copies of this Agreement equal to 10% of the total membership.

17.3 The Association shall have the opportunity to appear at orientation meetings to explain how the Association functions.

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, 2020 and remain in full force and effect up to and including June 30, 2023 and thereafter shall continue in effect year-by-year unless one of the parties has been notified by the other in writing of its intent to terminate.

During the 2021-22 contract year, all articles shall be open for negotiations. During the 2022-23 contract year, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.

In addition to these articles referenced above, CSEA and the District shall each have the option of opening one (1) other article of their choosing. These topics will be the only subjects of negotiations.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2020-2021, 2021-2022 and 2022-2023 notwithstanding the results of the limited re-opener of negotiations as outlined above.

This Agreement is dated: May 20, 2021

Agreement for 2020-2021 / Board Approved June 17, 2021

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Brad Jackson
Assistant Superintendent,
Human Resources

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 74

By: _____
Jacqueline Brock
CSEA President

By: _____
Karli Nevarez
CSEA
Labor Relations Representative

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 6/17/21

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE HEALTH SCREENER (Temporary)	2909.00	3026.00	3153.00	3274.00	3403.00	3544.00	3611.00	3685.00	3759.00	3833.00	Monthly
		16.51	17.18	17.92	18.59	19.34	20.14	20.53	20.93	21.34	21.77	Hourly
43	INSTR ASSISTANT	3053.00	3181.00	3312.00	3441.00	3578.00	3727.00	3797.00	3869.00	3948.00	4027.00	Monthly
	INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	17.35	18.08	18.81	19.54	20.33	21.17	21.58	21.98	22.43	22.87	Hourly
47	COMPUTER LAB ASSISTANT	3366.00	3504.00	3639.00	3794.00	3941.00	4099.00	4181.00	4264.00	4353.00	4432.00	Monthly
	INSTR ASST-BILINGUAL (SPANISH) INSTR ASST-BILINGUAL (VIETNAMESE) INSTR ASST-BILINGUAL (KOREAN) INSTR ASST-BILINGUAL (ARABIC) INSTR ASST-BILINGUAL (ROMANIAN) INSTR ASST-SPEC ACADEMIC INSTRUCTION-BIL INSTR ASST - STUDENT/PARENT LIAISON-BIL OFFICE ASSISTANT-BILINGUAL SCHOOL COMMUNITY LIAISON	19.11	19.91	20.66	21.55	22.40	23.32	23.75	24.21	24.73	25.21	Hourly
49		3541.00	3684.00	3822.00	3981.00	4143.00	4309.00	4389.00	4483.00	4568.00	4655.00	Monthly
		20.12	20.93	21.71	22.61	23.53	24.50	24.94	25.48	25.96	26.47	Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON	3716.00	3861.00	4023.00	4179.00	4349.00	4520.00	4606.00	4708.00	4794.00	4899.00	Monthly
	COLLEGE & CAREER READINESS SPECIALIST CONTACT TRACER (Temporary) DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC (D/HH or VI) LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	21.11	21.96	22.85	23.74	24.72	25.69	26.18	26.73	27.25	27.83	Hourly
53	SECRETARY-BILING/ATTENDANCE	3906.00	4055.00	4217.00	4386.00	4566.00	4750.00	4839.00	4939.00	5033.00	5137.00	Monthly
	SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/REGISTRAR-RECORDS SECRETARY-BILING/SCHOOL SUPPORT TRANSLATOR	22.19	23.04	23.97	24.93	25.95	26.98	27.51	28.08	28.60	29.20	Hourly

ATTACHMENT A

EXHIBIT U

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 6/17/21

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		4013.00	4181.00	4349.00	4530.00	4710.00	4902.00	4997.00	5104.00	5204.00	5317.00	Monthly
		22.81	23.75	24.72	25.73	26.74	27.84	28.42	29.00	29.58	30.21	Hourly
55	ASB ACCOUNT TECHNICIAN	4098.00	4259.00	4429.00	4606.00	4792.00	4984.00	5079.00	5184.00	5286.00	5395.00	Monthly
	BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	23.31	24.20	25.17	26.18	27.25	28.32	28.87	29.45	30.03	30.66	Hourly
56	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST	4204.00	4365.00	4541.00	4722.00	4912.00	5107.00	5209.00	5316.00	5421.00	5532.00	Monthly
57	ACCOUNTING TECHNICIAN	4308.00	4471.00	4652.00	4837.00	5030.00	5229.00	5339.00	5447.00	5555.00	5665.00	Monthly
	ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	24.48	25.39	26.46	27.50	28.57	29.71	30.33	30.97	31.57	32.19	Hourly
59	ADMINISTRATIVE ASSISTANT BILINGUAL	4517.00	4699.00	4883.00	5078.00	5283.00	5494.00	5604.00	5718.00	5831.00	5945.00	Monthly
	INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	25.67	26.71	27.75	28.86	30.02	31.22	31.85	32.49	33.15	33.78	Hourly
61	FOOD SERVICE TECHNICIAN	4740.00	4931.00	5126.00	5334.00	5552.00	5765.00	5882.00	6000.00	6119.00	6244.00	Monthly
	SR ADMIN ASST SCHOOL SUPPORT / BILINGUAL SR ADMIN ASST PROGRAM SUPPORT / BILINGUAL	26.93	28.02	29.13	30.30	31.55	32.76	33.41	34.11	34.79	35.48	Hourly
62	ASSESSMENT/EVALUATION TECHNICIAN	4939.00	5142.00	5347.00	5561.00	5780.00	6015.00	6141.00	6264.00	6395.00	6519.00	Monthly
	BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST WEBMASTER (4/1/18)	28.08	29.21	30.37	31.60	32.85	34.18	34.89	35.58	36.35	37.05	Hourly
63	BEHAVIOR INTERVENTION SPECIALIST	4981.00	5175.00	5382.00	5603.00	5826.00	6054.00	6178.00	6300.00	6428.00	6558.00	Monthly
	BUYER FOOD SERVICE ACCOUNTING SPECIALIST	28.74	29.85	31.05	32.33	33.61	34.93	35.65	36.36	37.08	37.83	Hourly

ATTACHMENT A

EXHIBIT U

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 6/17/21

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
65	ART DESIGNER	5232.00	5442.00	5660.00	5886.00	6119.00	6367.00	6493.00	6623.00	6756.00	6891.00	Monthly
		29.71	30.87	32.11	33.43	34.78	36.13	36.87	37.59	38.35	39.14	Hourly
66	PROCUREMENT CONTRACT SPECIALIST	5376.00	5590.00	5815.00	6047.00	6289.00	6540.00	6673.00	6806.00	6940.00	7078.00	Monthly
68	INFORMATION SYSTEMS ANALYST	5663.00	5888.00	6126.00	6371.00	6626.00	6891.00	7029.00	7169.00	7312.00	7457.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6671.00	6932.00	7216.00	7504.00	7805.00	8116.00	8274.00	8439.00	8612.00	8783.00	Monthly
		37.91	39.39	40.99	42.65	44.35	46.11	46.99	47.94	48.95	49.92	Hourly
76	SYSTEMS ADMINISTRATOR	7010.00	7284.00	7574.00	7877.00	8189.00	8522.00	8688.00	8866.00	9048.00	9226.00	Monthly
		39.83	41.40	43.04	44.75	46.52	48.41	49.37	50.36	51.40	52.41	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $553 after ten (10) years of service with AUHSD
4% plus $1645 additional after fifteen (15) years of service with AUHSD
7% plus $3,029 additional after twenty (20) years of service with AUHSD
10% plus $3,951 additional after twenty-five (25) years of service with AUHSD
12% plus $3,951 additional after thirty (30) years of service with AUHSD

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $144.00

ATTACHMENT A

EXHIBIT U

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2008-09 School Year.

This agreement applies to employees who were affected by the layoffs for the 2009-10 school year.

1. **District-paid Leave for Seeking Employment** – The district would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment including the two days of PN which are not counted against the employee.
2. **Workload** – The district and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The district agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they "meet minimum qualifications" of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Bilingual Instructional Aides** – Bilingual IAs who are laid off shall be re-employed to any vacancy in regular instructional aide position after all regular IAs have been offered re-employment or displacement rights within the open classification per 11.20.8 of the contract.
5. **Site Secretary** – The five site secretary positions that were eliminated at the March 5 board meeting were brought to the board on June 4 for approval to rescind the eliminations. CSEA and the district agree to work together to implement a plan to address the problems within this classification prior to consideration of layoffs that affect this classification.
6. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District's Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the district received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

This agreement is dated: 8/20/09

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For the California School Employees Association (CSEA):

Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2010-2011 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.
2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.
3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they "meet minimum qualifications" of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.
4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District's Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.
5. **Instructional Assistants Severely Handicapped and Special Education** – Instructional Assistant SH/SE who were reduced from 10.1 months to 9 months shall be returned to 10.1 months in their position when summer school and Extended School Year (ESY) are fully restored.
6. **Extended School Year (ESY)**- Instructional Assistants who are needed for the ESY program during the month of July, 2010, will be assigned in the following manner:

    - First, Instructional Assistant SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
    - Second, Instructional Assistants SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants SH.
    - Third, Instructional Assistants SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2010 at the Hope and Loara school site based on seniority.

7. **Secretary Classifications** – Employees in the classifications of secretary who were either laid off or displaced and transferred to a lower classification shall maintain their seniority from the effective date to when they are reinstated to any secretary classification. The employees in the secretary classification shall not be penalized for unpaid leave caused by layoff or displacement or lose seniority in the secretary classifications due to moving to a lower classification.

8. **Floating Furlough Day**

   One of the seven furlough days previously agreed to by CSEA and the district will be a floating furlough day which shall be used at the unit member's discretion. Any request which does not create an undue hardship at the work site shall not be denied by the unit member's supervisor.

   Scheduling of the floating furlough day shall occur at the beginning of the school year at the same time as vacation is scheduled.

   If there is a conflict which involves another unit member's scheduling on the same day, seniority shall be the determining factor in awarding the day.

   If the unit member is denied on the basis of undue hardship and another day is not mutually agreed upon, the unit member shall have the right to appeal to the Assistant Superintendent of Human Resources.

This agreement is dated: 5/26/10

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
President
CSEA, Chapter 74

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2011-2012 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.

2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.

3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they "meet minimum qualifications" of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.

4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District's Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2011, will be assigned in the following manner:

- First, Instructional Assistant-SH employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Instructional Assistant-SH employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants-SH.
- Third, Instructional Assistant-SH employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2011 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Instructional Assistant-SH positions shall be offered to the other Instructional Assistant-SH in the District by seniority.

This agreement is dated: June 13, 2011

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2012-2013 school year

1. **District-paid Leave for Seeking Employment** – The District would waive 12.7.3 and allow employees to use their Personal Necessity days for the purpose of seeking employment.

2. **Workload** – The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated shall not be required or expected to work beyond their established work day or be disciplined or negatively evaluated due to an unreasonable workload. CSEA members will also not be required to perform work that is outside of their classification. The District agrees not to use volunteers, outside agencies or sub-contractors to perform the work of employees who were laid off.

3. **Provisional Positions** – After all employees have been offered re-employment or displacement rights within the open classification, unit members of other classifications who have been laid off shall have the first opportunity, to fill provisional positions and limited term positions in any classification as long as they "meet minimum qualifications" of the position as stated in 11.20.8 of the contract. Minimum qualifications will be determined using established procedures.

4. **Reduction of Hours, Days, Weeks, Months** – Any unit members who are reduced in hours, days, weeks, or months shall be reinstated to their levels of hours, days, weeks, or months when the District's Second Interim Report reaches the same Total Deficited Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2012, will be assigned in the following manner:

- First, Special Education Instructional Assistant employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Special Education Instructional Assistant employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants.
- Third, Special Education Instructional Assistant employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2012 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Special Education Instructional Assistant positions shall be offered to the other Special Education Instructional Assistant in the District by seniority.

This agreement is dated: June 28, 2012

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

EXHIBIT U
ATTACHMENT F

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant Staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant - Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment or routing fluctuations, additional slots are necessary to cover bus supervision, the Principal will select employees to cover the additional assignment by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made **IN ACCORDANCE TO MERIT RULES**.

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the buses each day.

In the event the need for the number of bus routes mentioned above falls below the 10 most senior employees, CSEA and the District agree to meet and negotiate. CSEA, District, Employee and Supervisor will meet to discuss options.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant-Severely handicapped positions at Hope School to ten months and two days (10.1) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4th holiday each year.

This agreement is dated: June 13, 2011

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
President
CSEA, Chapter 74

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Special Education Instructional Assistants

The California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) jointly agree to the following changes in the hours and selection of special education instructional assistants. These changes will be a phase-in process over a five-year period.

The intent of this memorandum of understanding is to re-structure the staffing for special education instructional assistants to better meet the needs of the students and instructional staff, and to maintain an experienced and stable team of qualified instructional assistants.

Special education instructional assistants fall into three (3) categories: Instructional Assistant, Special Education (SE), Instructional Assistant, Special Education, Bilingual (SE-BIL), Instructional Assistant, Special Education, Severely Handicapped (SH)

The following changes will conceivably occur within a five-year period and through attrition.

1. Work Hours

1.1 Instructional Assistant, Special Education (SE) and Instructional Assistant, Special Education/Bilingual (SE-BIL), will have 5.75 hours.

1.2 Instructional Assistant, Severely Handicapped (SH) will have six (6) or more hours.

2. Staffing Guidelines

2.1 One (1) 5.75 hour Instructional Assistant, Special Education (SE) or Special Education Bilingual (SE-BIL) per each full time teacher, teaching with a mild/moderate credential, working in a classroom setting with students.

2.2 One (1) six (6) or more hour Instructional Assistant, Severely Handicapped (SH) per each full time teacher, teaching with a moderate/severe credential working with severely handicapped or emotionally disturbed students in a classroom setting. Additional Instructional Assistant, Severely Handicapped (SH) positions will be added to address unique circumstances and instructional needs at individual school sites. The Director of Special Youth Services will determine, jointly with school staff and support staff, the need for additional instructional assistants.

2.3 One-on-one assistants can be either Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education, Bilingual (SE-BIL), or Instructional Assistant, Severely Handicapped (SH) depending on the unique circumstances and instructional needs of the student requiring support. The Director of Special Youth Services will determine, jointly with school staff and support staff, the classification needed for one-on-one assistants.

2.4 Responsibilities requiring additional hours, such as bus assistants, will be assigned to Instructional Assistant, Severely Handicapped (SH) employees.

2.5 When determining which classification of instructional assistant is required for an assignment, it is understood that the appropriate classification is determined according to the duties that will be performed by that employee, and the alignment of said duties to the appropriate classification.

3. Vacancies

3.1 Instructional Assistant, Severely Handicapped (SH) & Instructional Assistant, Severely Handicapped, Bilingual (SH) positions will be posted and filled as a transfer and promotional opening. This allows interested Instructional Assistants (SE) to apply, test, and interview for the six (6) hour or higher positions with benefits. In the event that there are not a minimum of five (5) qualified candidates, the district may open the position to outside applicants.

3.2 Qualified individuals desiring to transfer into an Instructional Assistant (SH) position may request a transfer and will be interviewed.

3.3 Qualified individuals desiring to transfer into an Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education/Bilingual (SE-BIL) position may request a transfer and will be interviewed.

3.4 Only NCLB compliant employees and applicants may apply or request a transfer to a position with increased hours and/or benefits.

3.5 As instructional assistants vacate positions less than 5.75 or 6 hours, those positions will be phased out, and if deemed appropriate and necessary, will be replaced according to the new staffing guidelines as stated herein.

4. Grandfathering of Current Employees

4.1 All current instructional assistants who have health and welfare benefits shall continue to have health and welfare benefits as long as they continue in a position which, by contract language, is eligible for such benefits. The exception to this are employees who have accepted a temporary increase in hours which sunsets at the close of the 2006-2007 school year.

4.2 All current instructional assistants who are working less than 5.75 or 6 hours and prefer to remain in their current status, will not be penalized or forced to acquire additional hours or to interview for the increased hour positions.

This Memorandum of Understanding shall not be deemed as precedent setting or develop a district practice.

This agreement will sunset on June 30, 2017.

This agreement is dated: December 11, 2014

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND CSEA, CHAPTER 74
REGARDING
COMPLIANCE WITH "NO CHILD LEFT BEHIND ACT of 2001"

WHEREAS, representatives of the District and CSEA, Chapter 74, met and discussed the compliance issues surrounding the "No Child Left Behind Act of 2001" (hereinafter the "Act"), and California Education Code Section 45330;

AND, WHEREAS, this Memorandum of Understanding is for the purpose of resolving the impacts and effects of the bargaining unit "Title I" Instructional Assistants as a result of the District's requirement to comply with the Act and California Education Code Section 45330;

NOW, THEREFORE, the District and CSEA, Chapter 74, agree as follows:

1. Except as provided in pargraph #2 below, the parties agree that all Instructional Assistants (those employees directly involved in the instruction of students, regardless of their funding source) will be administered an assessment/test designed to meet the guidelines of the Act. The parties further agree that Instructional Assistants hired after January 8, 2002, have already met the requirements of the Act through procedures already in place in the district.

2. The parties agree that employees hired prior to January 8, 2002, who can demonstrate that they have attained an AA degree or higher, or who can demonstrate successful completion of at least 48 semester units of coursework at an institution of higher education shall be deemed qualified and will not be required to take the assessment/test.

3. The parties agree that this process is in the best interest of the employees and will ensure equity and transferability, as well as continue to foster the high esteem with which our classified employees are held.

4. The parties agree that the assessment/test being used meets the "rigorous" requirements of the Act and that the passing grade level of 13.0 for each section has been appropriately established.

5. The parties agree that the assessment/test shall be offered at no cost to the unit member. The parties further agree that unit members shall be entitled to retake any or all of the assessment/test as necessary every 90 days to receive a qualifying score at a time scheduled by the District.

6. The parties agree that unit members hired prior to January 8, 2002, will take the assessment/test on a voluntary basis.

7. The parties agree that the District shall have the option of providing training for employees to assist in receiving a passing grade and said training will be offered and taken during duty, non-duty, paid or non-paid time, dependent upon scheduling.

8. The parties agree that unit members who are affected by Title I funding and who do not pass the assessment/test before June 30, 2006, will have the opportunity to administratively transfer to a non-Title I position of equal classification, wages hours, and benefits. Open positions for these employees may be created by the transfer of other Act qualified employees to Title I-funded positions.

9. If any provision of this Memorandum of Understanding is held to be unlawful, the entire Memorandum of Understanding shall be null and void.

10. This memorandum of Understanding shall not obligate the District to enter into any other Memorandum of Understanding on between the district and CSEA, Chapter 74.

Date: 1/28/04

Anaheim Union High School District

By: _____

Barry D. Escoe, Ed.D.
Assistant Superintendent, Human Resources

Date: 1/28/04

California School Employees' Association, Chapter 74

By: _____

Jackie Brock, President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2014 Health and Welfare

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following regarding health and welfare:

Medical Insurance

Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from $13,189 to $13,493.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act which take effect on or after January 1, 2014.

Article 2.1.2 Life and AD & D, Article 2.1.3 Dental, Article 2.1.4 – Vision Care Insurance

The plan benefits for Life and Accidental Death/Dismemberment Insurance, Dental and Vision Care Insurance will continue with no change to the benefit plan.

This MOU agreement has no effect on any other language contained in Article 2 Health and Welfare and the MOU – Health and Welfare – Cost Containment dated May 10, 2012.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or CSEA may request to re-open negotiations on health and welfare for 2014.

This agreement is dated: November 7, 2013

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Early Retirement Incentive

The California School Employees Association (Association) and the Anaheim Union High School District (District) agree that the District will offer an Early Retirement Incentive during the 2014-15 school year.

It is understood that this offer is contingent upon a sufficient number of participants District wide retiring to make the implementation financially feasible for the District.

This agreement is dated: December 11, 2014

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Andrew Garofalo
Labor Relations Representative
CSEA

EXHIBIT U
ATTACHMENT K

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Bilingual Status

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District (District) and the California School Employees Association (CSEA) to develop an understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

CSEA and the District shall meet, study and develop a specific plan of action on or before May 1, 2015. The plan will be a subject of negotiations for 2015-16.

This MOU is dated: December 11, 2014

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Andrew Garofalo
Labor Relations Representative
CSEA

EXHIBIT U
ATTACHMENT L

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Health and Welfare Program Change for 2016

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in health and welfare program that were recommended by the Insurance Committee on October 6, 2015. Changes are effective on January 1, 2016:

Medical Insurance

PPO

- Co-pay for non-preferred formulary prescription drugs will change from $40 to $50.
- Prior Authorization (PA) will be required for certain non-preferred prescription drugs effective January 1, 2016, for new users under the Express Scripts Advantage PA and Limited PA programs. Current users of these drugs (prior to January 1, 2016) will not be subject to the PA program.

HMO

- Co-pay for non-preferred formulary prescription drugs will change from $40 to $50.

The current maximum District's contribution to the blended super composite rate is $14,101. For calendar year 2016, the maximum District contribution to the blended super composite rate will be $14,745.

This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

This MOU is dated: December 10, 2015

Brad Jackson
Interim Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Andy Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2016/2017 School Year

This agreement applies to employees who were affected by the layoffs for the 2017/2018 school year.

1. **Workload** - The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated, which is within the same classification or promotable family group, shall not be required to work beyond their established work day or be disciplined or negatively evaluated due to workload. CSEA members will not be required to perform work outside their classification. The District agrees volunteers, outside agencies or subcontractors will not be used to perform the work of laid-off employees.
2. **School Site Secretaries/Program Support Secretaries** - CSEA employees under these classifications that have been laid off or bumped due to seniority shall be considered as one classification upon open positions, when reinstatement from lay-offs, become available.
3. **Provisional/Limited Team Positions** - The District agrees that wait members who have been laid-off shall have first opportunity to fill provisional/limited term positions in any classification that the minimum qualifications of the position are met. District agrees to rescind the position of office assistant located at Hope School. CSEA and the District agree that the position of school support secretary at Katella High School will relocate work area to the area of the office assistant location at the entrance of the school to assist with helping students, parents, and others needing assistance.

This agreement is dated: May 24, 2017

For the District:

Brad Jackson
Assistant Superintendent
Human Resources

For the California School Employees Association (CSEA):

Jackie Brock
President
CSEA, Chapter 74

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding Position Additions, Restorations, and Augmentations
November 13, 2018

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to add, restore, or augment the following classified positions for the 2018-19 school year:

1) Ten (10) 8 hour, 10 month, Office Assistant positions—one each to be assigned to the following schools: (1) Anaheim High School, (2) Katella High School, (3) Loara High School, (4) Magnolia High School, (5) Savanna High School, (6) Ball Junior High School, (7) Brookhurst Junior High School, (8) Dale Junior High School, (9) South Junior High School, and (10) Sycamore Junior High School;
2) Two (2) 8 hour, 10 month, Secretary-Attendance Bilingual positions assigned to Sycamore Junior High School and South Junior High School and one (1) additional 8 hour, 10 month, Secretary-Attendance position assigned to Brookhurst Junior High School;
3) Increase of Months of Service to the entire Registrar/Records Clerk Classification and one (1) School Support Secretary at Hope School from 11 months to 11.5 Months;
4) Additional classified position additions, restorations, or increases in hours and/or months of service equivalent in cost to three (3) 8 hour, 10 month positions on range 43 of CSEA's Classified Salary Schedule determined by the District to best meet operational needs. In determining these positions, the District shall prioritize restoring, increasing hours, and/or increasing months of service of classified positions previously reduced in number, hours, or months of service or where a bargaining unit member currently resides on the 39 month rehire list.

CSEA and the District agree that the positions added, restored, or augmented above will be reviewed for continuing needs no earlier than three (3) years from the effective date of this Memorandum of Understanding ("MOU"). Should the District experience circumstances during this three year period which warrant the potential layoff of positions within CSEA's bargaining unit, CSEA may request, and the District will agree, to reopen negotiations of this MOU.

This Agreement is subject to CSEA 610 policy requirements and adoption by the Anaheim Union High School District.

AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District

11-16-18
Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Jacqueline Brock
President, Anaheim High Chapter #74
California School Employees Association

11.16.18
Date

Jason Geanakopoulos
Labor Relations Representative
California School Employees Association

11/16/18
Date

Memorandum of Understanding between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its ANAHEIM UNION HIGH CHAPTER NO. 74
and the
ANAHEIM UNION HIGH SCHOOL DISTRICT
Regarding GPS/Zonar Tracking Devices and
Video Cameras on District Property and Vehicles
April 19, 2019

The California School Employees Association ("CSEA") and its Anaheim High Chapter No. 74 and the Anaheim Union High School District ("District") agree to the following Memorandum of Understanding (MOU) regarding GPS/Zonar tracking devices and/or video cameras/devices:

Evidence produced by the District which does not abide by the following guidelines shall not be used against an employee in a subsequent discipline or discharge hearing.

(1) Data from GPS/Zonar tracking devices and/or videotape, video data, and digital media files produced by video cameras or other monitoring devices controlled, possessed, or accessed by the District in any way may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy of the data or media (at the highest available quality and/or resolution possessed and/or viewed by the District) is provided to the employee and to her or his CSEA representatives (CSEA Chapter President and Labor Relations Representative), if so engaged.

(2) The parties agree that simply/only providing a summary of the data from the GPS/Zonar and/or partial selections or clips from videotape, video data, or digital media files capturing or providing context to an incident or activity that could potentially result, or actually results, in disciplinary action or proceedings being initiated by the District is not in any way in conformance with this MOU.

(3) The parties agree that the GPS/Zonar tracking devices may be used to corroborate the time of incidents or activity that could potentially result, or actually results, in disciplinary action or proceedings being initiated by the District.

This Memorandum of Understanding shall be fully enforceable through the grievance procedure embodied in the current Collective Bargaining Agreement between CSEA and the District.

This Agreement is subject to the CSEA 610 policy and adoption by the Anaheim Union High School District Board of Trustees.

AGREED:

ANAHEIM UNION HIGH SCHOOL DISTRICT

Brad Jackson, Assistant Superintendent, Human Resources
Anaheim Union High School District

4/24/19
Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Sharon Yager, President, Anaheim High Chapter No. 74
California School Employees Association

4/24/19
Date

Jason Geanakopoulos, Labor Relations Representative
California School Employees Association

4/24/19
Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER #74 ON TEMPORARY REASSIGNMENT OF DUTIES FOR THE 2020-2021 SCHOOL YEAR AND COVID-19

August 18, 2020

This Memorandum of Understanding ("MOU") is entered into by and between Anaheim Union High School District ("District") and the California School Employees Association and its Chapter #74 (together "CSEA") concerning the District's reopening plan for the 2020-2021 school year.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the unprecedented nature of the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

The parties agree that the following classifications may temporarily be assigned the duties below, respectively. The assignment of the respective duties below shall not exceed the duration of this agreement.

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
41	CAMPUS SAFETY AIDE	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Home visits 47
43	INSTR ASSISTANT INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43
47	COMPUTER LAB ASSISTANT INSTR ASST-BILINGUAL (SPANISH) INSTR ASST-BILINGUAL (VIETNAMESE) INSTR ASST-BILINGUAL (KOREAN) INSTR ASST-BILINGUAL (ARABIC) INSTR ASST-BILINGUAL (ROMANIAN) INSTR ASST-SPEC ACADEMIC INSTRUCTION-BIL INSTR ASST - STUDENT/PARENT LIAISON-BIL OFFICE ASSISTANT-BILINGUAL SCHOOL COMMUNITY LIAISON	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47
51	CHILD WELFARE & ATTENDANCE LIAISON DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
	INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC (D/HH or VI) LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51
53	SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/REGISTRAR-RECORDS SECRETARY-BILING/SCHOOL SUPPORT TRANSLATOR	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
55	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
56	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning) 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
57	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 staff 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
59	ADMINISTRATIVE ASSISTANT BILINGUAL INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
61	FOOD SERVICE TECHNICIAN SR ADMIN ASST SCHOOL SUPPORT / BILINGUAL SR ADMIN ASST PROGRAM SUPPORT / BILINGUAL	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
62	ASSESSMENT/EVALUATION TECHNICIAN BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST WEBMASTER (4/1/18)	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
63	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
65	ART DESIGNER	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
66	PROCUREMENT CONTRACT SPECIALIST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
68	INFORMATION SYSTEMS ANALYST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

RANGE	JOB TITLE	POTENTIAL MODIFIED DUTIES
75	NETWORK ANALYST PROGRAMMER ANALYST	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53
76	SYSTEMS ADMINISTRATOR	Crowd Control (entrances, parking flow) 41 Cleaning-Light (dusting, sanitizing, trash) 41 Health screening (entrances) 41 Data Entry-Light (general info, survey) 43 Communication assistance (parent/student calls) 47 House visits (attendance confirmation) 47 Translation-Light (class/student support) 47 Cleaning-Heavy (mopping, deep cleaning)* 48 Contact Tracing (follow up calls) - limit to 2-4 51 Data Entry-Heavy (attendance, personnel) 51 Instructional Assistance (teacher/class support, tutoring) 51 Translation-Heavy (parent/teacher meetings) 53

* "Cleaning – Heavy" duties may be assigned sparingly and only as reasonably necessary

Additionally, the District and CSEA agree as follows:

1. Assignment to Modified Duties: When the District assigns CSEA bargaining unit members duties inconsistent with those contained in their current job description due to COVID-19 responses implemented by the District, the parties agree that the assigned duties will be of temporary duration and the District will make reasonable efforts to disperse the work as equitably as possible. CSEA will be notified when duties are reassigned.

2. Process for Assignment of Modified Duties: The District will provide notice of 2 working days, duty-specific training in accordance with CDPH guidance, and additional training as needed for unit members who are assigned to modified duties.

3. Evaluation Procedures and Discipline: Nothing in this MOU deprives unit members of the evaluation and discipline procedures contained in the Personnel Commission rules or the applicable collective bargaining agreement of the parties shall remain in force and effect

4. Out-of-Class Pay: The parties acknowledge that California Education Code §45110 requires out of class compensation. Unit members who work out of classification performing duties of a higher classification and for a period exceeding five (5) working days within a fifteen (15)

calendar day period shall be placed on the salary range of the existing higher class and shall receive at least a 4% salary increase.

5. Bargaining Unit Work: The parties agree that any duties traditionally and exclusively performed by members of the CSEA bargaining unit shall remain bargaining unit work following the District's need to respond to the pandemic. If, during the term of this MOU, employees from other units are temporarily assigned to duties traditionally and exclusively performed by members of the CSEA bargaining unit, those duties shall be returned to unit members as soon as possible. Additionally, CSEA agrees that any duties assigned to CSEA unit members which are traditionally and exclusively performed by members of a different unit shall remain duties of that other unit following the pandemic. The parties agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law.

6. Duration of Agreement: This MOU shall remain in effect through June 30, 2021

7. Non-Precedent Setting: This MOU shall not be precedent setting nor form any basis for a past practice.

Sharon Yager

Sharon Yager

President, CSEA

Brad Jackson

Assistant Superintendent, Human Resources

Karli Nevarez

Labor Relations Representative

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND THE ANAHEIM UNION HIGH SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

School Secretary Assignments

The California School Employees Association (Association) and the Anaheim Union High School District (District) agree to combine the Secretary Clerk and Attendance Clerk classifications. In response to concerns raised by the incumbents this agreement is to clarify how "In-Service Status and Transactions" (Personnel Commission Rules, Chapter 60) will be handled.

- The Classified Personnel Office will post vacancies specifying the office and the job assignment.
- Vacancies will be filled according to Personnel Commission rules as enumerated in Chapters 50 and 60 of the Classified Personnel Policies Handbook.
- The Administrator/Supervisor or the employee may request a voluntary transfer to another assignment within the same class and at the same site. A voluntary transfer, if approved will be permitted without opening the vacancy for transfer, if there will be no change in work year for the employee.
- Work year is specifically related to assignment, and the needs of the district and site.
- The District will meet with CSEA to discuss any involuntary transfers within this classification.
- Employees will be encouraged to meet with their immediate supervisor for clarification of duties assigned to their desk.
- The District and CSEA will work together to develop job/assignment specific training opportunities for employees in this classification.

Date: June 27, 2001

For the District

Jerry Glenn, Assistant Supt., Human Resources

For the Association

Lisette Gomez, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) to explore development of a career ladder program for paraeducators.

A committee of two representatives each from District Management, CSEA and the Personnel Commission will be formed to explore options. The Career Ladder Committee will begin meeting prior to April 1, 2003. Recommendations are to be presented to the Negotiations Team sometime following State budget allocation decisions for the 2002-03 and 2003-04 school years, and prior to full District implementation of the provisions required by the US Department of Education under the No Child Left Behind Act of 2002 (NCLB).

This agreement is dated February 18, 2003

For the District:

Barry D. Escoe, Ph.D.
Assistant Superintendent, Human Resources

For CSEA:

Jackie Brock
President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

This agreement stipulates acceptance of the Insurance Committee recommendation to the following as it pertains to the prescription drug program under the self-funded PPO Medical and HMO prescription drug plan for active and retired employees.

- Effective January 1, 2007 the Pharmacy Benefit Manager (PBM) will change from Caremark to NMHC (National Medical Health Card Systems, Inc.).
- The administrative fees are guaranteed to October 1, 2009 and renewable each year thereafter.
- This change in PBM will have no effect on the pharmacy program design or benefits to plan participants.
- Services to be performed by NMHC include but are not limited to:
    - Administration of AUHSD's pharmacy program on a fully transparent/pass-through basis
    - Clinical account management, advice, analysis, and cost modeling
    - Assistance with Medicare Part D filings for government subsidy/Group Waiver Credit

For:

ANAHEIM UNION HIGH SCHOOL DISTRICT

Julie Mitchell

Julie Mitchell, Assistant Superintendent — Date: 10/5/06

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Lisette C. Ramirez

Lisette ~~Ramirez~~, Jr. Past ~~President~~ / Acting President — Date: 10/5/06

EXHIBIT U
ATTACHMENT 4
(EXPIRED)

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

This Memorandum of Understanding Stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA). The District and CSEA Agree to the following items related to the 2007-2008 Reduction in Force/Layoffs for the following school year 2008-2009.

1. **It is not the intention of the District to assign work performed by unit members laid off to other job classifications not subject to lay off, or to District volunteers. The District may need to re-distribute work in given job classifications and job descriptions.**

2. **Those employees laid off have first opportunity to fill provisional positions and limited term positions in any classification, as long as the laid off employee can perform the basic functions of the position opening.**

3. **Pursuant to the express provisions of the California Education Code Section 45103.1, the District shall not subcontract the work of unit members displaced by the district.**

For:
Anaheim Union High School District

Denise Selbe

Denise Selbe, Assistant Superintendent, Human Resources

8/20/08
Date

California School Employees Association (CSEA)

Sharon Yager

Sharon Yager, President of Chapter 74

8/20/08
Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan shall be amended on a trial basis to include a formulary prescription plan through InformedRX. This plan will include a $5 co-payment for generics, $15 co-payment for formulary brand name prescriptions, and $40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, shall be exactly the same as that recommended by the district insurance committee on Monday, October 26, 2009.

AUHSD and CSEA further agree that this trial will end on December 31, 2010, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2010, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2010. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to $5 for generics and $15 for all other brand names.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: 12/11/09

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

EXHIBIT U
ATTACHMENT 6
(EXPIRED)

TENITIVE AGREEMENT PENDING RATIFICATION
MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)
And the
California School Employees Association (CSEA)
Chapter #74

CSEA proposes no furlough days for fiscal year 2009-2010. Effective upon ratification up to the period including June 30, 2011, classified bargaining unit members shall take a total of seven (7) furlough days for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Effective July 1, 2011, all furlough days shall cease and unit members shall be restored to the members days worked and full pay prior to imposing of furlough days.

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year of 2010-2011 as a result of the furlough days.

The specific furlough dates shall be negotiated with the district.

The district shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period of time furlough days are in effect up to and including June 30, 2011. The only exceptions would be based upon site closure, program eliminations or reductions, categorical funded positions, and prior MOU agreement dated August 20, 2009.

The District may reopen negotiations for 2010-2011, if any changes negatively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit of $5729.59, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

CSEA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions in the state budget act, deficit factor, state apportionment deferrals, and/or state mandates.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2011.

3/16/10
Russell Lee-Sung Date
AUHSD Asst. Superintendent H.R.

Sharon Yager 3/18/10
Sharon Yager Date
CSEA President, Chapter 74

ANAHEIM UNION HIGH SCHOOL DISTRICT

THE SPIRIT OF LEARNING SINCE 1898

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

FURLOUGH DAYS ADJUSTMENT FOR 2010-11

CSEA and the District agree to the discontinuance of two (2) furlough days for the 2010-2011 school year. The days scheduled to be reinstated shall be March 14, 2011 and April 22, 2011, effective upon ratification of the parties.

As previously agreed to, the District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit from the period of ratification up to and including June 30, 2011 and only for the 2010-11 school year.

This agreement is dated: January 20, 2011

This agreement shall sunset on June 30, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA

MEMORANDUM OF UNDERSTANDING

between the

Anaheim Union High School District

and the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant – Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment, or routing fluctuations, additional slots are necessary to cover bus supervision, the ~~supervisor~~ principal will select employees to cover the additional assignments by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made IN **ACCORDANCE TO MERIT RULES.**

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the busses each day.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant – Severely Handicapped positions at Hope School to ten months and two days (10.10) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4 holiday each year.

This agreement is dated: 1/28/04

Barry D. Escoe 1/28/04
Barry D. Escoe, EdD.
Assistant Superintendent, Human Resources

Jackie Brock
Jackie Brock, CSEA President

EXHIBIT U
ATTACHMENT 9
(EXPIRED)

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that do not come off sick leave, as stated in Article 12.7.5, will be suspended for the period of two (2) school years (2010-2011 and 2011-2012).

This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations. Starting with the 2012-2013 school year, the two personal necessity days will be reinstated.

This agreement will sunset on June 30, 2012.

This agreement is dated: __12/11/09_____

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

WAGES AND ITEMS RELATED TO WAGES

Effective July 1, 2009, the 2009-10 classified (CSEA Bargaining Unit) Salary Schedule, shall remain the same as the 2008-2009 Salary Schedule, and is hereby incorporated into this Agreement as Appendix A.

If the District determines that between March 1, 2010 and March 15, 2010, that it will file a 2nd Interim Report with a "qualified certification", the District may request and CSEA will agree to re-open negotiations for salary for the 2009-2010 school year.

This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2010.

This agreement is dated: __12/11/09_____

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

SALARY SCHEDULE

The salary schedule for the 2011-12 fiscal year shall be the schedule in effect in 2009-10 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at $5988 which is the current BRL/ADA for 2010-11.

If the 2011-12 BRL/ADA falls below $5939, furlough days will be imposed as follows:

BRL/ADA between $5988 and $5939	no furlough days
BRL/ADA between $5938 and $5907	one (1) furlough day
BRL/ADA between $5906 and $5875	two (2) furlough days
BRL/ADA between $5874 and $5843	three (3) furlough days
BRL/ADA between $5842 and $5811	four (4) furlough days
BRL/ADA less than $5810 and $5779	five (5) furlough days
BRL/ADA lower than $5779	six (6) furlough days

Any furlough days imposed would be mutually agreed between the parties.

In the event the BRL/ADA increases above $5988 due to increases in state or federal funding, the District agrees to re-open negotiations for the 2011-12 fiscal year.

The District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period July 1, 2011 through June 30, 2012. The only exception would be based upon site closure, program eliminations or reduction, categorical funded positions and the positions the Board imposed as follows:

- Health Technician II – Hope
- Secretary Records/Registrar – Hope
- Senior Administrative Assistant – Ed. Division
- Campus Safety Aide – Adult
- Computer Lab Assistant – Gilbert
- Instructional Assistant Math – Brookhurst

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

- Instructional Assistant Math – Dale
- Office Assistant – Bilingual – Adult
- Office Assistant – Bilingual – PMP
- School Community Liaison Bilingual – MV (10-month position)
- School Community Liaison Bilingual – MV (9-month position)
- Secretary Attendance – Bilingual – Adult
- Secretary – Records/Registrar – Adult
- Senior Administrative Assistant – Adult
- Secretary – Records/Registrar (position reduced from 11.5m to 11m)
- Secretary – Records/Registrar Bilingual (position reduced from 11.5m to 11m)

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year 2011-12 as a result of any furlough days imposed as the aforementioned schedule would dictate.

In addition, the District and CSEA agree to reopen negotiations in the event the 2011-12 state budget has not passed by October 15, 2011 or the 2011-12 state budget has passed with mid-year cuts.

This shall be a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement sunsets June 30, 2012.

This agreement is dated: June 13, 2011

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

ANAHEIM UNION HIGH SCHOOL DISTRICT — THE SPIRIT OF LEARNING SINCE 1898

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that are not charged to the employee's accumulated sick leave, as stated in Article 12.7.5, will be suspended for the 2011-12 school year (as previously agreed) and the 2012-13 school year. Starting with the 2013-14 school year, the two personal necessity days will be reinstated.

Additionally, for the 2011-12 and 2012-13 school years, Article 12.7.1 is amended to allow unit members to use up to ten (10) personal necessity days instead of seven (7) per school year.

This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2013.

This agreement is dated: June 13, 2011

Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources

Sharon Yager
CSEA
President, Chapter 74

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree that as of January 1, 2010, the district's self-insured preferred provider plan was amended on a trial basis to include a formulary prescription plan through InformedRX. This plan includes a $5 co-payment for generics, $15 co-payment for formulary brand name prescriptions, and $40 co-payment for non-formulary brands. The details of the plan, including contingency therapy and step therapy, are exactly the same as was recommended by the district insurance committee on Monday, October 26, 2009.

AUHSD and CSEA further agree that this trial will end on December 31, 2011, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2011, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan shall end completely by the end of the day on December 31, 2011. AUHSD and CSEA agree that at that point there will be no formulary plan for CSEA represented employees in the district's self-insured preferred provider plan, there will be no step therapy, and there will be no contingency therapy, and that this prescription plan will revert back to $5 for generics and $15 for all other brand name drugs.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare.

This agreement is dated: November 4, 2010

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

With this Memorandum of Understanding, The California School Employee Association (CSEA) and the Anaheim Union High School District (AUHSD) agree to modify the HMO health insurance benefit plan for employees as follows:

As it pertains to the HMO plan design changes: Office Visit co-payment and Emergency Room co-payment, Option 5. Increasing the office visit co-payment from $5.00 to $15.00 and the Emergency Room co-payment from $50.00 to $100.00.

This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: September 9, 2008

For the District:

Denise Selbe
Asst.Superintendent
Human Resources

For CSEA:

Sharon Yager
President
CSEA, Chapter 74

California School Employees Association
And The
Anaheim Union High School District

Memorandum of Understanding

Bilingual Status

This memorandum of understanding stipulates an agreement between the Anaheim Union High School District and the California School Employees Association (CSEA) to develop understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

The Association and District shall meet, study and develop a specific plan of action on or before September 30, 2006, which will include incremental steps for implementation.

This agreement dated June 28, 2006

For the District:

Julie Mitchell,
Assistant Superintendent, HR

For CSEA:

Jackie Brock,
CSEA President, Chapter #74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Salary Schedule 2012-13

The salary schedule for the 2012-13 fiscal year shall be the schedule in effect in 2011-12 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be two (2) furlough days for fiscal year 2012-13 if the 2012-13 deficited BRL remains at $5925 which is the BRL for 2011-12.

If the approved state budget is reduced below the current deficited BRL/ADA or if the budget is further reduced during the school year due to triggered mid-year reductions, the following will occur in this order to address the budget shortfall.

Furlough Days - Add up to seven (7) additional furlough days within the 2012-2013 fiscal year based upon the formula below:

BRL/ADA between $5925 and $5846	Work year remains at work year minus two days.
BRL/ADA between $5845 and $5814	Work year reduced by one additional budget-cut day
BRL/ADA between $5813 and $5782	Work year reduced by two additional budget-cut days
BRL/ADA between $5781 and $5750	Work year reduced by three additional budget-cut days
BRL/ADA between $5749 and $5718	Work year reduced by four additional budget-cut days
BRL/ADA between $5717 and $5686	Work year reduced by five additional budget-cut days
BRL/ADA between $5685 and $5654	Work year reduced by six additional budget-cut days
BRL/ADA between $5653 or below	Work year reduced by seven additional budget-cut days

Any time after November 7, 2012 the district may request and CSEA will agree to negotiate further reductions if necessary.

The dates of the two furlough days plus any additional furlough days will be mutually agreed upon.

The District shall not implement any layoff action or reduction in assignment action impacting members of the bargaining unit for the period of July 1, 2012 through June 30, 2013. The only exception would be the Board approved layoff of categorical positions enacted on April 19, 2012 and the layoff action on April 27, 2012.

There shall be no reductions in sick leave, vacation leave or holidays for the 2012-2013 school year as a result of the furlough day schedule mentioned above.

This agreement sunsets on June 30, 2013.

This agreement is dated: May 10, 2012

Russell Lee-Sung
Assistant Superintendent, HR

Sharon Yager
President, CSEA, Chapter 74

Keri Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2013-2014 Salary, Bereavement Leave

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following:

Salary 2013-2014

The salary schedule for the 2013-14 fiscal year will remain the same as 2012-13, with no furlough days.

There will be no furlough days for the 2013-14 fiscal year and there will be no layoffs for the 2013-14 school year.

If an agreement is reached with any other collective bargaining group that increases salary for the 2013-14 school year the District will provide the same increase or re-open negotiations.

Bereavement Leave

In exceptional circumstances, the superintendent may grant up to two (2) additional days leave. This language will be effective July 1, 2013, and will be moved to the contract Article 12.1 during 2014-15 contract negotiations.

This agreement is dated: November 7, 2013

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA, Chapter 74

Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare Program Change

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) Chapter 74 agree as of January 1, 2012 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Office Visit Co-Pay: Increase office visit co-pay from $15 to $20.
- Inpatient Deductible: No change to current plan. No co-pay.
- Outpatient Deductible: No change to current plan. No co-pay.
- Prescription Drug Plan: No change to current plan.

District's Self-insured PPO Benefit Plan and Prescription Plan

- Annual Deductible: Increase from $200/single to $275/single, $600/family to $825/family.
- Office Visit Co-Pay: No change to current plan. No co-pay for office visits.
- Chiropractic Care: Limit office visits for chiropractic care and services to 31 per calendar year (Current plan limits manipulations only).
- The prescription drug plan:
    - The prescription drug plan vendor will be changed to Express Scripts.
    - Co-Pay: $5/generic, $15/brand name
    - No Contingency Therapy
    - No Step Therapy

If any other employee collective bargaining group receives a health and welfare plan for 2012 that is better than the program agreed to above, CSEA will receive the same program.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: December 8, 2011

Russell Lee-Sung
Assistant Superintendent, HR

Sharon Yager
President, CSEA, Chapter 74

Ken Ball
CSEA, LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Health and Welfare Program Change for 2013

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree as of January 1, 2013 to modify the health insurance benefit plan for employees as follows:

HMO Health Insurance Benefit Plan

- Specialist Visit Co-pay: Increase co-pay from $20 to $35
- ER Co-Pay: Increase co-pay from $100 to $150
- Advanced Imaging Co-Pay: Add co-pay of $100
- Prescription Drug Plan: Change from two-tier to three-tier with $5/$15/$40 co-pay

District's Self-insured PPO Benefit Plan and Prescription Plan

- ER Co-Pay: Add co-pay of $100
- Out of Pocket Maximum: Increase the annual coinsurance maximum from $10,000 to $12,000
- Prescription Drug Plan: Change from two-tier to three-tier with $5/$15/$40 co-pay

If any other employee collective bargaining group receives a health and welfare plan for 2013 that is better than the program agreed to above, CSEA has the right to accept the new change or reopen negotiations on health and welfare.

This agreement shall be considered non-precedence setting and in no way relinquishes the right of either party to negotiate in the area of Health and Welfare. This agreement has no effect on any other portion of the District's benefit plan.

This agreement is dated: October 11, 2012

For the District:

Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):

Sharon Yager
CSEA, Chapter 74
President

Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA)

Health and Welfare – Cost Containment

CSEA and the District agree to the following changes to Article 2 Health and Welfare:

The current medical PPO and HMO plan for the 2012 year is indicated in the MOU approved on December 8, 2011 and supersedes current contract language. The District agrees to cover the costs for all health and welfare for 2012.

Beginning with the 2013 calendar year, the District shall contribute towards the cost of self-insured major medical not to exceed the super composite rate of $1,197 per month/$14,364 per year or HMO insurance not to exceed the super composite rate of $984 per month/$11,808 per year per eligible employee.

The following sections within Article 2 will be removed since they are no longer relevant:

2.1.1.2; 2.1.1.3; 2.1.4.1; 2.5

Article 2.9.1 will be replaced with revised language previously agreed in an MOU dated March 16, 2012.

Insurance Committee

The Association may name two (2) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and HMO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

This agreement is dated: MAY 10, 2012

Russell Lee-Sung
Assistant Superintendent, HR

Sharon Yager
President, CSEA, Chapter 74

Ken Ball
CSEA, LRR

EXHIBIT V

Tentative Agreement

Between the

American Federation of State, County, and Municipal Employees, Local 3112

and the

Anaheim Union High School District

May 17, 2021

11.1 **Salary**

Effective July 1, 2020, the 2020-21 base salary schedule shall be increased by 3.26%

As a result of reaching tentative agreement with respect to Section 11.1, this concludes reopener negotiations for 2020-2021.

AFSCME and the District agree that all of the Tentative Agreements for 2020-2021 reopeners will be recommended for ratification by both parties.

Brad Jackson
Assistant Superintendent
Human Resources

Adrian Prieto
President
AFSCME, AFL-CIO, Local 3112
(Council 36)

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 3112 (COUNCIL 36)

For the Period

July 1, 2018

to

June 30, 2021

Board Approved: October 11, 2018

Reopener Agreement for 2018-19
Board Approved: October 10, 2019

Amended Agreement for 2018-19
Board Approved: December 12, 2019

Reopener Agreement for 2019-20
Board Approved: November 19, 2020

Reopener Agreement for 2020-21
Board Approved: Pending

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ATTACHMENTS

A 2020-2021 Salary Schedule

B MOU: Bilingual Classification Pay (July 18, 2012)

Intentionally left blank (replaced by Appendix H)

D MOU: Transportation work assignments when Equalization is contractually not in effect (January 21, 2011)

Intentionally left blank per MOU dated October 2, 2019

F MOU: Bus Driver Work Year

G MOU: Health and Welfare Plan Changes for 2017 Plan Year

H MOU: Health and Welfare Program Change for 2021 (September 30, 2020)

I MOU: Filling Benefited Vacancies for Food Service I Positions

J MOU: Range Adjustments (September 6, 2018)

K MOU: GPS/Zonar tracking devices and/or Videotape Cameras (June 6, 2017)

L MOU: Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours

AGREEMENT

This Agreement is made and entered into this1st day of July 2018, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803-3520, hereinafter referred to as the “District” or “Board” and the American Federation of State, County and Municipal Employees, Local 3112 (Council 36), whose address is 2111 W. Crescent Ave., Suite A, Anaheim, CA 92801, hereinafter referred to as the “Union” or “AFSCME”.

ARTICLE 1: RECOGNITION

The Board recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112, (AFSCME Council 36) as the sole and exclusive representative of blue collared classified as described below:

INCLUDED

Athletic Facilities Technician
Athletic Facilities Worker I
Athletic Facilities Worker II (Female)
Athletic Facilities Worker II (Male)
Auditorium Operations Assistant
Auditorium Operations Technician
Bus Driver
Custodian
Custodian-Athletic Facilities
Driver Instructor
Electronics Technician
Equipment Operator
Equipment Repair Mechanic
Food Service Assistant I
Food Service Assistant II
Food Service Assistant III
Food Service Assistant III-Bilingual
Food Service Assistant IV-Food Preparation
Food Service Equipment Technician
Graphic Arts Technician
Graphic Production Specialist
Grounds Maintenance Worker
Heavy Equipment Operator
HVAC/EMCS Technician
Instrument Repair Technician
Inventory Control Specialist
Irrigation Systems Technician
Maintenance Carpenter
Maintenance Electrician
Maintenance Floor/Plaster Worker
Maintenance Glazier
Maintenance Locksmith
Maintenance Painter
Maintenance Plumber
Maintenance Service Worker
Maintenance Welder/Fabricator
Mechanic
Network Technician
Nutrition Services Production Assistant

Nutrition Services Sous Chef
Offset Press Operator
Pool Maintenance Technician
Senior Custodian
Senior Equipment Operator
Senior Warehouse Worker-Central Warehouse
Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician
Technology Service Technician
Technology Services Assistant
Transportation Dispatcher
Transportation Operations Specialist
Warehouse Worker-Central Warehouse
Warehouse Worker-Nutrition Services

EXCLUDED

Food Service Manager I; Food Service Manager II; Food Service Supervisor; Maintenance Lead; Project Manager; Site Custodial Supervisor I; Site Custodial Supervisor II; all substitutes; all classified directors; all management supervisory and all confidential employees as defined by PERB.

The Union, in turn, recognizes the Board as a duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.

1.1 It is agreed by the parties that both AFSCME and the Anaheim Union High School District have negotiated the principle of “seniority” into this collective bargaining agreement wherever it is possible to do so. All applications of seniority are specifically noted within this agreement.

1.2 It is agreed by the parties that effective on the date of the signing of this reopener, all skilled maintenance work performed on the weekend shall be performed by skilled craft-workers covered by this collective bargaining agreement, not by maintenance lead workers nor any other management or supervisory employees of the District. This clause shall be applied with equal force to ensure that semi-skilled and un-skilled maintenance work will not be performed by management or supervisory employees on the weekends.

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

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

2.1.1 Medical Insurance

PPO: Self-insured major medical with $275 deductible per person, maximum of $1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2017 of $1,348 per month or $16,179 per year per enrolled unit member.

HMO: HMO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2017 of $1234 per month or $14,814 per year per enrolled unit member. On or as of December 31, 2017, Anthem Blue Cross Fully Funded HMO Plan will be discontinued as a medical insurance offering to active employees.

2017 Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2017 calendar year, the District's contribution to the blended super composite rate shall not exceed $15,475.

Example: 1,238 employees are in the HMO. (46%) 1,433 employees are in the PPO. (54%) 46% of $11,808 = $5432. 54% of $14,364 = $7,757. $5432 + $7757 = $13,189 is 2013 blended super composite rate.

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provide as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan 9 6 administrator, Prescriptions drug and the Mental Health carriers. Plan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

Blended Super Composite Rate and Maximum District Contribution: The 2018 maximum District contribution to the blended super composite rate is $15,759. For calendar year 2018, the blended super-composite rate is $16,078. The maximum District contribution to the blended super composite rate will be $16,078. There will be no employee contribution for calendar year 2019.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) $1,500/$1,700 yearly maximum per person including 70 percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Alcohol, Drug Abuse and Psychological Care

Alcohol, drug abuse and psychological care for employees and eligible dependents.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of $5,000.00 per month, and a minimum amount of not less than $25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 Surviving Dependent Coverage

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee’s death.

2.3 Right to Contact

AFSCME shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such

request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 Self-Insurance Plan

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 COBRA

All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 Health and Welfare Parity

If an agreement is reached with any other collective bargaining group on Health and Welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or AFSCME may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2019.

2.7 Insurance Committee

AFSCME may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

AFSCME and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and AFSCME agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 Retiree Benefits

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement

plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to March 1, 1980 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: $58. for PPO medical, $46.30 for EPO/HMO medical, and $10.40 for dental coverage for employees only.

2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.

2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.

2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 **Eligibility**

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article. 12 9 Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 **IRS Section 125 – Flexible Benefit Plan**

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by AFSCME and the District. Participation by bargaining unit members in the plan shall be voluntary.

2.11 **Employee Assistance Programs**

Employees may take non-work time to avail themselves of any Employee Assistance Program which is made available through AFSCME or other appropriate sources. AFSCME shall be allowed to post flyers on all bulletin boards regarding such employee assistance programs. Employee participation in such Employee Assistance Program shall be completely confidential. Work time absences for participation in Employee Assistance Programs shall be covered by Article 13.10.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 **Dues Deduction**

Union dues and fees shall be a set amount, or percentage of wages, as designated by the union from time to time. The District agrees the right to payroll deduction for payment of organizational dues shall be accorded to the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Union dues and fees shall be one percent (1%) of the employee's base gross wages. The District agrees to recalculate wages two times a year until there is the ability to recalculate monthly.

Provided the District receives at least 25 requests, payroll deduction for voluntary political contributions through AFSCMEs "PEOPLE" Program, or other similar programs, shall also be provided by the District to AFSCME.

3.1.1 Non-benefited food service positions will come under this provision through attrition.

3.1.2 Non-benefited food service employees who are not currently AFSCME members will have until July 1, 2000 to complete an exclusionary form. Failing to complete an exclusionary form by that date will result in AFSCME membership.

3.2 All permanent classified employees shall sign in ink and deliver to the Union Business Office and the District Payroll Office an official District payroll deduction authorization for Union membership dues. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the employee.

3.3 Said deduction, together with a written statement of names and amounts deducted, as well as the "People" deductions, shall be forwarded within thirty (30) calendar days to the Union headquarters. Changes in the amounts of dues to be deducted shall be requested in writing by the Union. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) calendar days after such submission. The District will implement the changes as soon as practicable.

3.4 All employees who sign voluntary dues deduction authorization cards, shall have such authorization cards remain in effect until each annual period from March 1 to March 31 of each year of this Agreement.

3.5 The right of payroll deduction for payment of organizational dues shall be accorded by the Board to AFSCME, and shall not be accorded to any other organization whose employees are part of the bargaining unit represented by AFSCME.

3.6 Any employee represented by AFSCME, Local 3112, who feels s/he cannot continue to pay his/her Union dues, fees and general assessments due to a financial hardship, may petition in writing to the Executive Board of AFSCME, Local 3112, a request for review of his/her personal circumstances to allow the employee to withdraw from the Union. This review shall be done on an individual/ confidential basis; the decision shall be left solely to the Executive Board of AFSCME, Local 3112.

3.7 **Hold Harmless**

3.7.1 The Union agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation. In addition, AFSCME understands and agrees that Article 3.8, hold harmless, shall pertain to AFSCME holding the District harmless to any and all claims, challenges, and litigation that might arise regarding or related to Article 3.

3.7.2 The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 3.7.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.

3.8 The District and Union recognize that an employee may at any given time, be employed both by Anaheim Union High School District and by Anaheim City School District. In the situation where a work-related problem in this District may require the involvement of the Anaheim City School District, this District will make every effort to insure that the Anaheim City School District recognizes the Union as representative of the employee and to urge the Anaheim City

School District to cooperate with the Union and to otherwise allow it to fully represent the employee.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this agreement.

4.1 Rights of the Union

4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of an individual to seek a satisfactory resolution to his/her problem by him/herself.

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

4.2 General Provisions

4.2.1 The grievant may have a representative, who is an employee of the District, at the informal level. Said representative and the grievant shall obtain permission of his/her immediate supervisor and shall report back to the supervisor when the informal grievance meeting has been concluded. In addition, the grievant shall have the right to be represented by the Union at Steps 1, 2, 3, and Arbitration.

4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form already approved by the parties and shall be a statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conference and the remedy sought. If a mistake as to the specific article and section is made at the first written level of the grievance steps, the grievance may proceed to Step III with corrections made, provided however, that new allegations are not introduced.

4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:

4.2.3.1 Grievance sustained.

4.2.3.2 Grievance denied.

4.2.3.3 Grievance sustained in part.

4.2.4 During the conduct of grievance meetings, only the following participants shall be permitted:

4.2.4.1 The grievant(s).

4.2.4.2 The grievant's representative (maximum of two (2)).

4.2.4.3 The respondent.

4.2.4.4 The respondent's representative (maximum of two (2)).

4.2.4.5 Any witness deemed necessary by either party.

At the request of either party, all witnesses for both parties shall be sequestered.

4.2.5 **Failure to Meet Time Limits**

If a grievance is not processed by the grievant and the Union in accordance with the time limits set forth in this Article, it shall be considered withdrawn by the Union. If the District fails to respond to the grievance within the time limits at each step of the grievance, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter break or spring break.

4.2.6 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussion.

4.2.7 Unit members, not to exceed a maximum of the grievant and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

4.2.8 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

4.2.9 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administrative office is open for business.

4.2.10 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

4.3 Grievance Procedures

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

4.3.2 Step 2: The grievant or the grievant's representative shall present the grievance in writing to the appropriate administrative representative of the Board. Such grievances must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence, whichever is later. Within ten (10) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within ten (10) days after the Step 2 meeting.

4.3.3 Step 3: In the event the grievant is not satisfied with the decision of Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee and request a formal hearing. Such appeal must be made within ten (10) days of the termination of Step 2. The appeal shall include a copy of the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal.

In lieu of a formal hearing, the grievant may request that an informal conference be held with the Superintendent or designee in an attempt to resolve the problem through discussion.

Step 3 hearings or conferences shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing or conference and such a decision will terminate Step 3.

4.3.4 Arbitration

4.3.4.1 Submission to Arbitration

If the Union is not satisfied with the decision at Step 3, the grievance may be submitted, by the Union, to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Union's receipt of the Step 3 decision.

4.3.4.2 Selection of Arbitrator

The Union and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules governing labor disputes. and submit to the Union and the District the names of seven (7) arbitrators, all of whom are located in Southern California, and who are members of the National Academy of Arbitrators. Each party shall alternatively strike a name until only one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

4.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.3.4.2 above shall conduct a hearing promptly, and in accordance with the American Arbitration Association rules governing labor disputes. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) calendar days from the date of the hearing or thirty (30) calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

4.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Union.

4.3.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, the parties agree that such questions of procedural arbitrability shall be decided by the arbitrator.

4.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or violation of the Agreement, in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respec-

tive parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

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

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

4.3.4.7 Rules of Procedure

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

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

4.4 No Reprisals

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

ARTICLE 5: WORKING HOURS

5.1 Workday

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedure as stated in the contract Article 18. Upon request, the District shall meet and confer with AFSCME regarding the effects of the reduction in work hours. Specifically excluded from this requirement shall be the decision itself and any of the procedural or substantive requirements set forth in the Education and Government Codes.

5.2 Workweek

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may, for valid operational reasons only, assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. The District will meet and consult with the AFSCME before making any permanent decisions.

5.3 Work Year

No employee's work year shall be reduced at the request of the employee except with AFSCME's agreement. Any involuntary reduction in work year shall be accomplished in accordance with the District layoff procedure as stated in the contract Article 18. Upon request the District shall meet and confer with AFSCME regarding the effects of the reduction in work year. Specifically excluded from this requirement shall be the decision itself and any of the procedural or substantive requirements set forth in the Education and Government Codes.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

5.4 Lunch Periods

Each employee who works five (5) hours or more shall be granted an unpaid duty-free lunch period of at least one-half (1/2)hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift or as mutually agreed upon.

5.5 Rest Periods

Each employee who works more than three (3) but less than eight (8) hours per day shall be provided one (1) fifteen (15) minute rest period per day. Eight (8) hour per day employees shall be provided two (2) fifteen (15) minute rest period(s) each day. Rest periods will be taken at times approved by the immediate supervisor, except rest periods shall not be scheduled by a supervisor at the end of the shift. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee and shall be taken in addition to and exclusive of the scheduled lunch period. Rest periods shall not be accumulated for any purpose.

Nothing in subsections 5.4 or 5.5 shall deprive any employee of a lunch or rest period he or she is currently receiving.

5.6 Extra Hours

The District shall make a good faith effort to ensure that all part-time regular employees are given an equal opportunity to work extra hours and extra assignments. When the opportunity to work extra hours arises, and the extra hours do not conflict with regular employees' work schedules, regular employees shall be favored over substitutes. These extra hours shall be on a rotation based on seniority. Long-term openings shall be rotated after every two (2) weeks.

The parties agree that the above language is not meant to apply to or create overtime opportunities or health benefits.

5.6.1 In the Food Services Department, blue sheets will be updated on a regular basis, at a minimum of twice a year.

5.6.2 Regular Work Year Extra Hours Work Assignments for Absences

5.6.2.1 At the beginning of each school year, food service employees who want to work extra hours during their regular work year must submit the Extra Hours Work Form to the Food Services Department.

5.6.2.2 The names of employees who return the form within the two weeks of the start of school will be listed in seniority order to the District-Wide Extra Hours Work List.

5.6.2.3 When a food services employee is absent (short term absence of less than two weeks), the position will first be filled at the site level by seniority and rotation order by a regular food services employee assigned to that site. (Note 5.6 pertains to long-term openings)

5.6.2.4 After all movement is made at a school site, an employee from the District-Wide Extra Hours List will be called to fill any remaining absence.

5.6.2.5 When assigning an employee from the District-Wide Extra Hours List, there will be no switching from site to site by regular employees, unless the regular employee's work schedule does not conflict with the available assignment.

5.6.2.6 Providing there are not regular employees available on the District-Wide Extra Hours Work List, a substitute worker will be assigned.

5.7 The Anaheim Union High School District shall provide an overtime/extra hours report which shall be posted monthly at each location. In order to comply with this section, the District shall post in plain view at each location all AFSCME and related substitute time sheets with names, social security numbers and ID numbers redacted.

5.8 **Overtime**

Employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for any time worked in excess of eight (8) hours in any one (1) day except that it shall be after ten (10) hours for all time worked during the 10 hour/4 day work week during the summer recess and any time in excess of forty (40) hours in any calendar week. Overtime shall be specifically assigned and authorized in advance by the supervisor.

5.8.1 For the purposes of computing the number of hours worked, time during which an employee is excused from work because of paid leave shall be considered as time worked by the employee.

5.8.2 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half(1 1/2) times his/her regular rate of pay. The regular workweek shall begin at 12:01 a.m. Monday.

5.8.3 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal

workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay.

5.9 **Overtime Pay on Holidays**

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1 1/2) times the regular rate of pay in addition to the regular rate of pay for the holiday. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved. An employee who is assigned to a contract site will follow the contract site calendar as long as the number of compensated holidays is equal to the District's calendar.

5.10 **Compensatory Time Off, Overtime - Right of Refusal**

A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved.

An employee may be assigned overtime only when (1) there is an emergency, (2) all other employees in the relevant classifications decline voluntary overtime, and (3) he/she is the employee within the relevant classification with the least overtime worked during the fiscal year. In the case of custodians and kitchen workers at the site, number three (3) in the sentence above shall read, "when he/she is the employee within the relevant classifications at the site with the least overtime worked during the fiscal year."

5.11 **Compensatory Overtime**

Compensatory overtime off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor.

5.12 **Assignment of Voluntary Overtime**

The Anaheim Union High School District shall provide an overtime/extra hours report which will be posted monthly at each location. Except in emergencies, the opportunity to work overtime at a site to which assigned will be rotated in order of seniority, with the following exceptions:

5.12.1 Overtime at Handel and Glover Stadiums and graduation shall be offered to Maintenance and Grounds employees on a rotation basis according to seniority. Each June, one (1) list will be created of those regular employees who desire to work stadium and graduation overtime. Friday morning stadium clean up will be offered to custodial employees on a rotation basis, according to seniority. Saturday morning overtime

for “clean-up” at Handel and Glover will be assigned on a rotating seniority basis to Maintenance and Grounds employees, Custodians assigned to the day shift and Senior Custodians under the direction of the athletic facilities technician. For purposes of this section only, the designation “day” refers to permanent (non-probationary) custodians who are assigned to the daytime shift (not evenings) as of the start of each student school year. The District and the Union will review the list of “day custodians” and agree upon the list. Any questions as to the rotation of overtime for this section shall be first discussed internally between the District and the Union. If sufficient coverage is not available, the opportunity to work stadium and graduation overtime will be offered to all Operations employees as necessary.

5.12.2 For purpose of rotation, overtime declined shall count the same as overtime worked, except in the event such overtime is offered with twenty-four (24)hours or less advance notice, in which case the declined overtime will not count at all.

5.13 **Night Work Differential**

(See Article 11: Wages, 11.4)

5.14 **Minimum Call-In Time**

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

5.15 **Call Back Time**

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

5.16 **Transportation**

Special rules of bus drivers, driver trainer, and dispatchers which modify and add to this Article and to this Agreement are contained in Article 15. They shall be considered a full and integral part of this Agreement.

ARTICLE 6: TRANSFER PROCEDURES

6.1 A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position he/she holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

6.2 The personnel director shall determine whether classes are sufficiently related to permit transfer between them. S/he shall consider similarity of duties, minimum qualifications, examination content and occupational group. The provisions of 6.2 may be reviewed and negotiated as part of the next reopener negotiations or upon mutual agreement of the parties.

6.3 A transfer shall be made without decrease or increase in salary rate, change in anniversary date, hours worked, accumulated illness leave, and accumulated vacation credit.

6.4 **Voluntary Transfer**

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

6.4.1 Transfer requests will be kept completely confidential. Such requests will be kept until June 30 of each year. Employees must reapply yearly. There will be no requirement, formally or informally, that supervisors approve transfer requests. Employees may contact the Classified Personnel Office to obtain information concerning current openings.

6.4.2 When vacancies occur, all employees who have current "Request for Transfer" forms on file with the Classified Personnel Office will be notified of the vacancy and given the opportunity to interview for the position.

6.4.3 The Classified Personnel Office shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.

6.4.4 When the employee is notified that he or she has received a transfer or a promotion, the previous supervisor cannot retain such an employee for more than ten (10) working days.

6.5 **Disciplinary Transfer**

A disciplinary transfer may be made only for reasonable cause.

6.6 No employee shall be transferred arbitrarily or capriciously.

6.7 All employees of the unit are considered employees of the District and the District reserves the right to transfer employees to meet the needs of the District.

ARTICLE 7: EVALUATION PROCEDURES

7.1 The employee's assigned District manager shall make the evaluation and complete the evaluation form. Employees will be promptly informed as to who their

assigned District manager is. Neither certificated teachers nor Athletic directors shall evaluate employees covered by this agreement. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. No complaint against an employee or incident of alleged misconduct shall be included in an evaluation of that employee unless the information regarding the complaint or alleged misconduct has been discussed with the employee as soon as reasonably possible. The parties agree that “reasonably possible” in the previous sentence shall at the very least mean “within thirty calendar days” of the District, or its agents, having been made aware of such information.

7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.

7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.

7.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal feels that an evaluation would benefit the work performance of an employee.

7.1.3.1 Additionally, an evaluation will be performed at an employee's request, but in any event no more often than once per year.

7.1.4 Excellent performance shall be commended in writing on all evaluation forms.

7.1.5 The assigned District manager shall present the performance evaluation to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment within thirty (30) working days of the date on the copy of the Performance Evaluation Report.

7.1.6 The evaluation shall be made in writing on a form to be provided by the Classified Personnel Office. This form shall be designated the "Performance Evaluation Report" form.

7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

7.1.8 Driving evaluations for bus drivers shall not be placed in the employee's Personnel File.

7.1.9 An employee shall have unrestricted access to all materials in his or her personnel file that may affect his or her employment status, except that such material subject to inspection shall not include confidential ratings, reports, or records which were:

- Obtained prior to the person's employment.
- Prepared by identifiable examination committee members.
- Obtained in connection with a promotional examination.

Documents not in the employee's official District personnel file at the time of proposed discipline shall not be used against an employee in a subsequent discipline or discharge hearing. The parties agree that this does not ban documents at hearings that have as their only purpose proving that oral counseling occurred.

7.2 **Non-Employee and/or Guardian Complaints Against Unit Members**

7.2.1 If in the opinion of the supervisor a serious complaint is lodged against an employee, the employee shall be notified within a reasonable period of time. Complaints not reported to the employee under this section shall not be utilized in an evaluation or disciplinary action.

7.2.2 If the complainant pursues the matter further, the supervisor will make available to the employee a conference between the person making the complaint, the employee and the supervisor. The purpose of this conference is to resolve the issue.

7.2.3 Complaints that are not resolved as per 7.2.2 above may be directed to the Superintendent.

7.2.4 If after the Superintendent has responded to the complaint, the person making the complaint is still not satisfied, further appeal may be made in writing to the Board of Trustees for its investigation and action if deemed necessary.

ARTICLE 8: SAFETY CONDITIONS

8.1 The District shall provide employees with safe working conditions.

8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.

8.3 It shall be the responsibility of employees to report unsafe working conditions to their immediate supervisor.

8.4 Clothing or uniforms required by the District will be furnished by the District. When new uniforms are necessary, the uniforms being replaced will be returned to the District. When required, uniforms, including but not limited to the number, kind, item, style, cleaning, and replacement procedure will be as prescribed by District regulations. Employees shall be provided at least the same number, kind, item, style, and cleaning of uniforms as in the past, except that no employee shall be provided with less than five (5) sets of uniforms a year.

8.5 No employee shall be required to work under conditions dangerous to the employee's safety.

8.6 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.

8.7 The District will provide first aid training and CPR training to at least five (5) employees at each school and at the District Office.

8.8 For all employees, there shall be convenient coffee break rooms and restrooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.

8.9 In the case of a bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.

8.10 The District shall provide night custodians who are working alone with a cellular phone or comparable technology to allow him/her to communicate with the District and emergency units.

ARTICLE 9: CONCERTED ACTIVITIES

9.1 It is agreed and understood that there will be no strike, work stoppage, or slowdown by the Union during the term of this Agreement nor will there be compliance with the request of other labor organizations to engage in such activity.

9.2 To this end, the Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort reasonably within its power ensuring that employees comply. In the event of a strike, work stoppage, or slowdown by employees, the Union agrees in good faith to take all steps necessary, and reasonably within its power, to cause those employees to cease such action.

9.3 Employees engaging in unauthorized leave with regard to strike, work stoppage, or slowdown may be subject to discipline up to and including termination

by the District.

9.4 In the absence of a strike, work stoppage, or slowdown on the part of the Union, the District will not engage in any lockout of employees during the term of this Agreement.

ARTICLE 10: MANAGEMENT RIGHTS

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

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

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

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 4 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 11: WAGES

11.1 Salary

Effective July 1, 2019, the 2019-20 base salary schedule shall be increased by one-half percent (.5%) for fiscal year 2019-20.

In addition to the wage increase referenced above, employees shall receive a one-time, off-schedule payment equal to one-half percent (.5%) of their earned salary as reflected on the 2019-20 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of the ratification of the Tentative Agreement.

11.1 Status After Classification Review

When positions have been reallocated to lower classifications, employees in this category will remain on their present salary range and receive all rights, benefits, successive steps, future salary raises, etc., as long as they remain in the classification in which they are presently employed.

11.2 **Salary Increase**

If any other employee organization receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2017-2018 school year, then such increase shall immediately be made effective for all employees covered by this Agreement.

It is agreed between the District and the Union that no employee organization received a higher increase than the Union for the 2017-18 school year.

11.3 **Night Work Differential**

All positions (except for custodians, Section 11.4), the regularly assigned time of which requires the employee to work one-half (1/2) time or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid $135 per month higher than the range for daytime employees.

11.4 **Custodial Shift Differential**

In 1999, all night and day differential amounts were agreed to be added to the base salary for custodians. Nevertheless, effective December 1, 2020, a $50 per month evening differential shall be paid custodians whose eight (8) hour shift begins at or after 2:00 p.m. for the period of time which exceeds five (5) working days within a pay period. This evening differential will not continue when these custodians work the day shift.

11.5 **Refrigerated Area Differential**

The three percent (3%) differential for Food Service Assistant I's working in the refrigerated area of the Central Kitchen shall continue as in the past. This shall include customary six (6) month rotation into the refrigerated area, by seniority. Substitutes shall receive the 3% differential for each day in the refrigerated area. For employees working in refrigerators, the District will provide, without charge, insulated coats and appropriate gloves. For purposes of this section, "substitutes" shall mean regular employees temporarily assigned to the refrigerated area in order to fill in for a regular employee. In addition, employees working in the classification of Food Service Assistant II, Food Service III, or Custodian shall receive a 3% differential, if in any pay period they are assigned to

work in the refrigerated area of the Central Kitchen for more than 30% of their work time.

11.6 **Pay Increases After Promotion**

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first (1st) step of the salary range that reflects at least a four percent (4%) increase, provided the new classification salary range permits this increase. Additional advancement will occur on the first (1st) of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.7 **Longevity**

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus $519 after ten (10) years of service with Anaheim Union High School District

4% plus $1,543 after fifteen (15) years of service with Anaheim Union High School District

7% plus $2,840 after twenty years (20) of service with Anaheim Union High School District

10% plus $3,705 after twenty-five (25) years of service with Anaheim Union High School District

12% plus $3,705 after thirty (30) years of service with Anaheim Union High School District

Percentages and flat rates stand alone. They are not added together or compounded.

11.8 **Working Out of Classification**

Employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a pay period, (or four [4] working days within a week which also includes a holiday) except as authorized herein. An employee may be required to perform duties

inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period s/he is required to work out of classification. Such adjustments upward shall be consistent with the salary placement given a unit member who receives a promotion as indicated in Article 11.6.

11.9 **Mileage**

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate.

In addition to mileage, the employee will stay on the clock during authorized travel time. Travel time will be part of overall blue sheet time. The use of private vehicles for school district business is subject to the approval of the immediate supervisor.

When an employee uses a private vehicle for school district business, the school district may not require the employee to carry more auto liability insurance than the minimum required by the State of California for an individual to carry on her or his own personal vehicle, unless such additional auto liability insurance is successfully negotiated with the Union.

11.10 **Replacement of Personal Property**

The District shall pay 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 employee.

Covered items are:

11.10.1 prescription eye glasses, hearing aides, watches, articles of clothing, or other items necessarily worn or carried by the employee.

11.10.2 vehicles

11.10.3 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, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.10.4 Vehicle collision (including hit and run incidents.)

11.10.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by

the District in item 11.11.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.10.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.10.7 Cash, credit cards, or other cash equivalent items. The maximum payment of any one claim is $1,500 or actual cost whichever is less in the case of vehicles and $1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor, and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses, or damages, which are compensable wholly or partially, under the employee's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

11.11 Bilingual Pay

Employees who wish to be considered for bilingual pay shall pass a competency test in a language other than English required by the assignment.

Principals and District department heads (Directors) shall be aware of employees who have voluntarily tested for and passed competency requirements in any language other than English. If an employee is selected for a bilingual assignment, the employee shall be compensated an additional $131 per month for conversing, reading, and/or writing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

No employee shall lose their bilingual pay – whether based on stipend or job title – because the school where they are assigned goes through a demographic change which results in fewer students needing translation.

11.12 Professional Growth Program

11.12.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employee providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.12.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office—Classified. Unit members shall compete and submit their approval forms prior to beginning their course of study.

11.12.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance, and educational/technical assistance in their areas of expertise.

11.12.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Must be a total of 15 units Required Course Work as described in 11.12.6, including the 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2,3, & 4: Must be additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/ field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Must be completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor's Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Must be achievement of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.12.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.12.5.1	District New Employee Orientation	3.0 units
11.12.5.2	District provided Health & Safety Training	3.0 units
11.12.5.3	First Aid/Adult CPR	3.0 units
11.12.5.4	Two Courses from one or both or the following groups:	6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.12.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval Coursework – Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during the regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.12.7 Additional Education Incentive Increments

After the Required Course Work described in 11.12.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be

training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.12.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.12.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of the unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.12.10 Criteria for Evaluation

The Division of Human Resources shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements.

The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to opportunities within the District.

11.12.11 Credit Calculation

11.12.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).

11.12.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

11.12.11.3 All college credits or degree shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle State Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)
3. Higher Learning Commission (HLC) (formerly North Central Association of Colleges and Schools (NCA))
4. Northwest Association of Colleges and Schools (NAC)
5. Southern Association of Colleges and Schools (SaCS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:
   Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)
   Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a “C” or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

11.12.12 The Professional Growth Committee

11.12.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, two

(2) unit members, one (1) certificated member, and the Human Resource Classified Director, or designee. AFSCME Local 3112 shall appoint the unit members of the committee.

11.12.12.2 Duties of the Committee

a. Establish and maintain a list of prospective volunteer mentors (see 11.12.3).
b. Recommend additional or revised policy as necessary to the Superintendent and AFSCME Local 3112.
c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.
d. Suggest topics of interest for District-wide in-service for unit members.

11.12.12.3 The District shall grant the committee members necessary release time from their regularly scheduled workdays to participate in committee activities.

11.12.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, or the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.13 **On Call Rotation, Transportation Department**

After hours transportation dispatching will be rotated evenly among the employees holding the positions of Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. These employees will be “on call” during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by District cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone. Effective August 1, 2017, for the months of August through May, these employees when on call, will be paid a monthly stipend of $275 for Saturday and Sunday for on call in lieu of the overtime payment of the minimum of 15 minutes for each incident.

ARTICLE 12: VACATIONS

12.1 Earned vacation shall not be utilized until completion of the initial six (6) months of employment of the unit member unless permission is given by the District. Members of the bargaining unit who have completed six (6) months of paid ser-

vice as a regular probationary employee or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

12.1.1 Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in a limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

12.1.2 Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours; i.e., a six (6) hour employee would receive 6/8th of a day per month.

12.1.3 Employees with more than one (1) year of service in a paid status are entitled to additional working days of vacation with pay in each fiscal year, in addition to those set forth in 12.1.2, computed as follows:

1 additional day at the start of the 2nd year
2 additional days at the start of the 4th year
3 additional days at the start of the 5th year
4 additional days at the start of the 6th year
4 additional days at the start of the 7th year
5 additional days at the start of the 8th year
6 additional days at the start of the 9th year
6 additional days at the start of the 10th year
7 additional days at the start of the 11th year
7 additional days at the start of the 12th year
8 additional days at the start of the 13th year
8 additional days at the start of the 14th year
9 additional days at the start of the 15th year
10 additional days at the start of the 16th year

11 additional days at the start of the 17th year

12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended throughout the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within five working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

The District Office and schools will normally be closed to the public during winter recess. No employee will be unduly encouraged to take vacation during winter recess.

12.1.5 All vacation days earned by twelve (12) month regular full time employees with less than five (5) years of service must be taken within twelve (12) months following the period in which earned and may not be accumulated beyond this period. Twelve (12) month regular fulltime employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-eight (28) working days under adopted regulations regarding vacations.

Vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the District. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

12.1.6 Summer Time Assignments

All employees represented by AFSCME who work a nine (9), ten (10) or eleven (11) month schedule (or any schedule less than a full year) shall receive for the summer assignment, compensation and benefits that are applicable to the assignment for the full twelve month year. The parties agree that, if the daily hours of assignment differ from the

regular hours during the year, then such compensation and benefits shall prorate accordingly. In administering this section, the District shall ensure that:

1. Vacation shall be accumulated in hourly units.

2. Sick leave shall be accumulated in hourly units.

3. The total amount of vacation and sick leave which the employee is expected to accumulate during the summer assignment will be made available to the employee for use by the employee from the beginning of his/her period of summer employment, provided:

   a. Any request to take vacation during the summer should be subject to supervisory approval, which said approval will not be unreasonably withheld.

   b. Any additional vacation or sick leave accumulated by virtue of a summer assignment may subsequently be withdrawn from the employee if the employee is not in paid status for three quarters of the work days which occur during the time required to carry out the summer assignment.

4. An employee under this section who is in paid status for the entire summer (defined as the period from the beginning of summer break until the day before school begins in the fall), shall be entitled to earn as much in total vacation and sick leave as a twelve month employee.

   When an employee is in paid status for a portion or all of the summer additional vacation and sick leave shall be calculated in the following manner:

   The total available work days in the entire summer excluding holidays will be calculated. An employee will earn one third of the total entitlement possible by working or being in paid status for one third of those available work days, and two thirds for working or being in paid status for two thirds of those available work days. “Days in paid status” excludes holidays. (Example: 54 days are available in summer = three additional days sick leave and vacation. Each 18 days in paid status for a scheduled work day (1/3 of 54 days) = 1 day additional vacation and sick leave, 36 average days = 2 days, 54 work days = 3 days.) Hours paid for vacation will be the hours worked in the summer assignment.

12.1.7 In case of termination, vacation time owed the District shall be deducted from the final paycheck.

12.1.8 A vacation once having commenced shall be terminated only by the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.

12.1.9 On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his/her last regular assignment, except that employees who have not completed six (6) months employment in regular or restricted status shall not be entitled to such compensation.

ARTICLE 13: LEAVES

13.1 Bereavement Leave

The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (300) miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of an employee. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, adopted child, foster child, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, great-grandparent, great-grandchild, step-parents, step-grandparents, step-siblings, step-children of the employee, and like relatives of spouse, or any relative living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the employee 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.

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

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

13.2 Jury Leave

The District agrees to grant to employees regularly called for jury duty in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly as-

signed working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Employees are required to return to work during any day or portion thereof in which jury duty services are not required; however, an employee excused from jury duty with less than two and one-half (2 1/2) hours left on his/her shift shall not be required to return to work.

Evening or night shift employees shall receive leave without loss of pay equal to the number of hours each day which they spend on jury duty, including travel time. Such employees may take such leave the evening or night of the jury duty.

The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

13.3 **Military Leave**

Employees shall be required to request military leaves in writing and, upon request, shall provide the District with a copy of orders and status reports.

13.4 **Tragedy Personal Necessity Leave**

A long term ninety (90) day personal necessity leave of absence may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, dependent child, or any relative living in the immediate household of the employee. An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the employee while on leave.

13.5 **Paid Sick Leave**

13.5.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

13.5.2 Employees employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve 12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

13.5.3 Employees employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.

13.5.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 13.5.2 and 13.5.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.

13.5.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.

13.5.6 An employee returning from absence must contact the school or site two (2) hours prior to the close of the preceding workday of his/her intent to return. In the event that the District has not been notified of the employee's intention to return, and accordingly has employed a substitute for the day, the District may require the returning employee to be charged with one (1) day of absence without pay.

13.5.7 An employee who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, 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.

13.5.8 Verification of Absence

The Board may require satisfactory proof of the existence and duration of the illness if it has reasonable cause to believe an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than five (5) days, when there is a question as to the existence and duration of the disability, or the employee's ability to return to work, the Board may require the employee to submit to an examination by a physician selected and paid by the employee and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the employee and the District.

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

Absence for sick leave shall not be for the purpose of withholding services of assigned responsibilities.

13.5.9 An employee, while on unpaid leave of absence granted by the District, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.

13.5.10 An employee who is absent from duty because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave shall not exceed 100 working days in any one (1) fiscal year. It shall not be accumulated and shall be exclusive of any other paid leave, holidays, vacation, or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run concurrent with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

13.6 **Industrial Accident and Industrial Illness Leave**

13.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Article.

13.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that s/he has probationary or permanent status.

13.6.3 An employee absent from duty because of illness of injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.

13.6.4 Occupational leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability

indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.

13.6.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.

13.6.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the employee's leave balances shall be as follows:

13.6.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.

13.6.6.2 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 employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the District, which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of Education Code.)

13.6.7 During any period of absence because of an industrial accident or illness, the District will make a reasonable effort to return the employee to light duty work where it reasonably can be made available. The District shall first attempt to place the employee in his/her classification. If that is not feasible, then the District shall attempt to place the employee in the same department. If that is not feasible, the District shall attempt to place the employee in this bargaining unit. If the accident or illness causes the employee to be partially incapacitated on a permanent basis, the District will make every reasonable effort to rehabilitate the employee for another job within the District if it is feasible and of benefit to the employee.

13.6.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

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

13.7 **Court Appearance**

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority within a reasonable period of time. This section shall not be applicable to employees who are litigants.

13.8 **Personal Necessity Leave of Absence**

Unit members may use up to 10 days of personal necessity (PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.

Permissible Personal Necessity Use:

13.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

13.8.1.1 Accident or serious illness involving his/her personal property or property of his/her immediate family.

13.8.1.2 Court appearance as a litigant or as a witness under order.

13.8.1.3 Religious observance.

13.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.

13.8.1.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of 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.

13.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

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

Verification of Personal Necessity Leave

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

When an employee works more hours than they are assigned, utilizes illness or personal necessity leave, such employee shall be paid based on the average number of hours the employee worked in the pay period prior to the leave commencing.

This option shall be recalculated for each pay period based on actual hours worked. The averaged hours shall not exceed eight (8) hours per day.

13.9 **Leaves of Absence Without Pay**

The Board shall grant an employee a leave of absence without pay for reasonable cause.

13.9.1 Reasonable cause in this section means a leave which, in past practice, was the type of leave approved by the Board and which does not cause a significant hardship to the District. Requests for leaves of absence without pay shall be made on forms provided by the Director of Human Resources, Classified and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

13.9.2 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists.

13.9.3 District Notification

The Classified Personnel Office will notify any employee who is on leave of absence, twenty-five (25) days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification within fifteen (15) days before the expiration of the leave indicating the employee's intention to return

from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Director of Human Resources, Classified.

13.9.4 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

13.9.5 Benefits While on Leave

Time elapsed while on leave of absence without pay shall not be counted toward compensation, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range, and an employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Military and Veterans' Code.

13.9.6 Employment While on Leave

An employee, on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees.

13.9.7 Such leave of absence without pay may be granted for any of the following reasons:

13.9.7.1 Health

A regular classified employee shall be granted a leave of absence without pay for legitimate health purposes for specified periods of time, but usually not less than three (3) months, or more than twelve (12) months. Upon recommendation of the Superintendent, the leave may be extended at the sole discretion of the Board.

13.9.7.2 Short Term Personal Leave Without Pay

An unexcused absence without pay for an employee may be approved for one (1) day by the principal or classified supervisor. Upon the recommendation of the principal or classified supervisor, the Director, Human Resources, Classified, may authorize an excused absence without pay for employees from two (2) to five (5) days.

13.9.7.3 Pregnancy Leaves of Absences

Pregnant employees shall be granted pregnancy leave with or without pay, such leave to commence on a date to be determined by the employee and her physician. Sick leave and vacation benefits may be used by employees on pregnancy leave.

13.9.7.4 Peace Corps

A regular classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second (2nd) year if the employee continues in Peace Corps service. When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

13.9.7.5 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the personnel director and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon his/her return to the service of the District.

A regular employee granted a leave under this rule must sign an agreement on forms available in the office of the Director of Human Resources, Classified, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to file such notice will be considered as notice that the employee will not return and that his/her position is vacant.

13.9.7.6 Serious Illness Within the Immediate Family

A leave without pay may be granted, to a permanent employee for a period not to exceed twelve (12) weeks in any one year for a serious illness in his/her immediate family. "Member of the immediate family" as used in this section means the spouse, father, mother, child, or like relative of spouse, or any relative living in the immediate household of

the employee. A letter from a medical doctor substantiating the cause for leave shall accompany the request for leave.

13.9.8 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence, without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance program shall submit a check or money order to the Business Office for the exact amount of premium on or before the twenty-fifth (25th) day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

13.10 Drug or Alcohol Rehabilitation Leave

District shall accommodate an employee with a drug or alcohol problem, provided the employee takes the initiative to acknowledge his/her problem and to request a leave, by granting a leave of up to sixty (60) working days, as long as such accommodation does not cause an undue hardship to the District. This shall be on a one-time basis only. The employee need not indicate the specific type of drug or alcohol drink abused in order to receive this leave. The District shall treat such leaves with strict confidentiality. The employee shall have the option of using all or part of sick or vacation leave and may supplement same with the necessary unpaid leave, or the employee may take the entire leave as unpaid leave.

13.11 Scheduled Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day (in lieu of Admission Day)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday

Spring Friday
Memorial Day

13.12 Family Medical Leave Act

District shall grant unpaid leave as specified by the Family Medical Leave Act.

ARTICLE 14: UNION RIGHTS

14.1 The District will provide all new hires with a copy of the AFSCME contract and AFSCME provided literature and will make available AFSCME membership application forms.

14.2 Upon twenty-four (24) hours prior notice to the District, and authorization by the President of the Union, the Union shall be provided a maximum of thirty-five (35) days each fiscal year of released time with pay for the purpose of conducting Union business. Thirty-five (35) days may be taken in minimum increments of one-half (1/2) days. Where the Union needs three (3) or more consecutive days of released time, the Union will give the District at least one (1) week prior notice.

14.3 The Union shall have the right to post notices of matters of Union concern on designated bulletin boards in each school building and District building in areas frequented by employees.

14.4 The Union shall have the right to use the District mail service and individual employee mail boxes so far as such use complies with the law. The Union will deliver a copy of all materials to be mailed to the Assistant Superintendent, Human Resources, no later than the time of the mailing. AFSCME will be charged $1.00 for each District mailout, up to a maximum of $25.00 per year.

14.5 During each fiscal year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervisor, AFSCME authorized representatives shall be granted a total of forty-five (45) full days of released time with pay for the purpose of negotiations.

14.6 Reasonable access to school and District sites will be provided to AFSCME representatives and officers. The Union will not interfere with the work of the employees.

14.7 AFSCME stewards and officers shall be allowed a reasonable amount of release time with pay following prior notice and schedule coordination with the immediate supervisor to resolve alleged employee/supervisor differences. Prior notice may vary due to the circumstances of the situation but will be done so at the earliest possible time. The District and Union will meet to mutually address any issues of release time that affect the employee's job duties and the negative impact to the other employees at the site or department.

14.8 The parties agree that no reprisals shall be taken by or against any participant in the grievance procedure, or the Union-management informal problem solving process.

14.9 Whenever the District proposes to terminate an employee or to suspend an employee for three (3) or more days, the District will promptly notify the AFSCME president and the AFSCME business representative. Such notification will be verbal and written. The District may, at its option, refrain from informing the Union of the reasons for the proposed suspension or termination. The Union holds the District harmless in all matters of employee confidentiality.

14.10 Prior to September 15 of each year, the District shall provide AFSCME with a list of the names and school site location of all bargaining unit members. Prior to October 15 of each school year, the District shall provide AFSCME with a list of names, addresses, and telephone numbers of all bargaining unit members.

14.11 The District will make available to AFSCME two (2) school board packets at least forty-eight (48) hours in advance of a regularly scheduled or specially scheduled Board meeting.

14.12 Steward training may be conducted by AFSCME up to four (4) times per year on District property during regular work hours. The combined total hours for all those sessions shall not exceed eight (8) hours per year. Each session shall start either at the beginning or the end of the workday. Employees will be identified by the Union and a list submitted to the District at least two weeks prior to each training session. No more than one (1) employee per school site and no more than fifteen (15) total employees shall participate in any one training session, unless mutually agreed upon by the District and the Union. Training may also be conducted jointly by AFSCME and the District for the purpose of educating stewards and supervisors on the MOU, the Ed-Code, and other pertinent regulations to ensure cooperative labor relations. These training sessions shall be conducted in addition to the Union days off mentioned in Article 14.2 and without loss of pay for the AFSCME members attending the training.

14.13 AFSCME shall notify Human Resources, in writing, the names of its officers and job stewards on September 1 of each year. If a change is made in officers and job stewards, which occur during the course of the year, the Union shall inform Human resources within five (5) working days.

The parties agree that an officer or job steward appointed by AFSCME will not be denied the right to represent an employee if his or her name was inadvertently left off the list provided to Human Resources or not provided within the five (5) work days.

ARTICLE 15: TRANSPORTATION

15.1 All regular bus drivers of the District shall be classified as ten point one (10.1) month employees. Annually, at the beginning of each school year and at the

beginning of the summer school session, bus drivers will select a route in order of seniority. All routes selected shall be defined as to and from school only. All other assignments shall be defined in Article 15.4. For purposes of Article 15 seniority will be considered by date of hire. Also at the same time, drivers, in order of seniority, will select a bus that has been designated as appropriate to the type and size of the route. Within forty-five (45) to sixty (60) days of the beginning of each school year, bus drivers may rebid routes in order of seniority. Selection of buses will not be rebid, bus to stay with route. All routes shall be available for review by the drivers one week prior to the actual rebid day. If the need for a larger bus is required, the driver may select a different bus from the spare bus pool. If a driver does not want to give up their route, but wants to select a different bus from the spare bus pool of the appropriate type and size they may do so. On both bid and rebid, steward(s) and two senior drivers who volunteer shall choose for absent drivers, as before.

Seniority used for all seniority related issues in the District Transportation Department shall now be determined by first date of hire in the job classification. If an employee has a break in service longer than thirty nine (39) months, the date of hire used for seniority purposes will be the date on which the employee returned to regular employment. All other District service will be used for tie breaking purposes as outlined below.

In the event of equal seniority, ties will be broken by using the longest total service in the District in classified services (regardless of bargaining unit.) Time as a substitute, provisional or limited term employee, or as a Campus Aide shall not be counted in such a tie. In the event that there is still equal seniority these ties shall be broken by using the date of hire in any capacity in the District. (Based upon MOU dated 10/15/03)

When an employee leaves, vacant runs will be posted, bid and filled on the basis of seniority (as defined above) three (3) working days from the occurrence of the vacancy until all vacancies are filled, and all employees involved have been notified through posted information.

The vacancy shall be posted as quickly as possible after it occurs but in no event shall the posting occur more than three (3) working days after the vacancy.

15.2 As part of the employees' regular shift, there will be a twenty (20) minute warm-up time each morning for purposes of checking the oil and water and otherwise preparing the bus. In the evening, there will continue to be a fifteen (15) minute period with full pay for the same purpose.

15.2.1 Layover time between trips will be one (1) hour.

15.2.2 The District will offer extra hours to regular drivers before relief drivers.

15.3 All drivers who desire overtime or non-overtime trips which are in addition to their regular route shall be accorded the opportunity to work them on an equal basis. For purposes of this section "equal" shall mean an equal number of hours paid for during the semester (combining both straight time and overtime), and overtime worked shall be counted as its premium rate (for example, overtime of four (4) hours paid at time and one half (1 1/2) shall count as six (6) hours.) Work turned back and work not assigned because the driver was not available shall count as if the work was completed. In the event a driver is off on paid status and is not in line for a trip assignment, s/he shall not be randomly charged for a trip s/he would not have been assigned. Work volunteered for during Winter recess, Thanksgiving, and Spring recess holiday periods, when school is closed, shall not count in this formula. Work turned back on a Sunday and work turned back for jury duty, bereavement or Union business also shall not count. Finally, hours added for "equalizing purposes" under subsection 15.3.2.3 below shall not count for purposes of this section. Medical, dental and eye appointments that have been scheduled for a driver's off time and made in advance of a trip notice shall not be charged. The driver shall be responsible to notify the dispatcher in writing at least three (3) work days in advance of the date and time of the scheduled appointment. Also, no driver shall be credited with a turn-down for mountain driving for which such driver is not qualified. If a driver trains to be snow or mountain certified, that driver shall be required to remain on the snow or mountain list for a period of one year. No charge will be made against drivers for workers' compensation appointments. No charge will be made against a driver who chooses not to do an overnight trip. No charge will be made against any driver going through the required recertification process, for a trip or a turn back when the times for the trip conflict with the training. When making weekend trip assignments the District will not automatically exclude drivers based upon their blue sheeted hours. All week-end trips shall be assigned from the equalization list posted on Thursday, prior to that week-end.

For purposes of equalization, any hours charged for trips turned back will be deemed as hours paid. No driver will be charged for a trip, if the driver is involved in the professional growth program (Article 11.13), which has been approved by the supervisor, for the whole trip, or any portion thereof. An equalization list shall be posted on Monday (pm) and Thursday (pm), barring any unforeseen circumstances. Drivers are responsible for submitting time cards daily.

15.3.1 If the bus driver with the most hours paid for the semester, as above, is less than fifteen (15) hours above the driver with the least hours paid, as above, then there is no violation of this section.

15.3.2 Also, it shall not be a violation of this section if both the following two conditions are met:

15.3.2.1 The discrepancy between the total hours paid for during the semester, as defined above, is not greater than forty-five (45) among the drivers, and

15.3.2.2 The school district makes every reasonable effort to correct this discrepancy by giving within the next semester the necessary equalizing hours to the drivers who were behind more than fifteen (15) hours the previous semester. There will be no zeroing out process.

15.3.2.3 Equalization shall begin on the first day of school and shall end on midnight of the last day of school. The equalizing week runs from midnight Sunday until midnight Sunday, except on the last day before a holiday period. Equalization will end at midnight of the last day of school and will begin again at midnight of the day before school starts.

15.3.3 To be chargeable for overtime turndown for a Saturday or weekend work, the District must have notified an employee of such overtime opportunity by the drivers Friday p.m. report time. Drivers are eligible for weekend assignments regardless of their status on Friday or the last day of the workweek, provided they notify the department of their availability by 12:00 p.m. on the Friday or the last workday of the week. Upon providing proof of participation, drivers shall not be charged for a trip, if participating in the Bus Rodeo, either as a participant or a judge.

15.3.4 When trips scheduled for Saturday, Sunday, holiday, or any other non-school days are canceled on the date of the trip, the following compensation rules shall apply:

Location of Driver at Time of Notification	Hours Paid
School or pickup site	4
Bus yard	2
Driver's residence	0

For cancellations of a weekday trip, the driver shall be compensated for the actual time worked.

For cancellations of weekday evening trips, when a driver has remained "on the clock," the driver will be compensated for the actual time worked. In the case that the driver has left the job site because s/he is "off the clock" and has returned to work, the driver shall receive three (3) hours of pay. If the driver is still at home when notified, no additional compensation will be required.

15.4 In addition to 15.1 and 15.3 on the previous pages, "special needs assignments" or "early out pickups" shall be assigned to bus drivers in the following order: the most senior will receive such assignments until s/he reaches eight (8) hours in a day, and thereafter such assignments will proceed to the next most senior driver in a like manner and so on throughout the seniority list. "Special needs assignments" and "early out pickups" are defined here as those assignments which involve a small group of children or one child, occur at odd hours, are relatively permanent, and cannot be categorized as field trips.

15.5 Uniforms are required, therefore, the District shall provide, at time of hire, uniforms for all regular bus drivers; uniforms shall also be provided for the dispatcher(s) and driver trainer if requested by the dispatcher(s) or driver trainer. The number provided at time of hire will be at least five (5) complete uniforms. Replacement uniforms will be provided on an annual basis.

15.5.1 Uniform Options

A pre-approved list of uniforms and options shall be distributed to the drivers. Drivers will have the option to mix and match, up to ten (10) items from the list, for example: five (5) pants, three (3) shirts, one (1) jacket and one (1) sweater; as long as these items are within the allotted dollar amount, which includes names on uniforms. Each wheelchair bus shall have a District provided rain coat.

15.6 Failure to work on Friday because of jury duty, doctor's appointment, bereavement or authorized Union leave will not disqualify a driver from taking overtime trips on Saturday, Sunday or holidays.

15.7 **Winter Break, Spring Break and Summertime Work**

Selection of drivers for winter break, spring break, and summertime work shall be made by seniority order. All trip assignments shall be assigned and rotated, (through the entire list of drivers) by seniority order, with the most senior driver, in that week's rotation, receiving the longest trip assignment(s). If a driver is assigned a trip during this period, the trip shall not be re-assigned to another driver, without notifying the first driver.

15.7.1 Any long-term work will be offered on a seniority basis with the senior driver receiving the longest work assignment(s).

15.8 Out of District students whose vacation schedules are in conflict with the District shall be picked up in the following manner:

15.8.1 Entire routes (i.e., University and Venado) shall be driven by the regular driver whose vacation schedule will be adjusted to fit the school's schedule.

15.8.2 Individual students (i.e., students attending an out of District school and are added to a route on an individual basis) will be done by the regular route driver. If the driver chooses to go on vacation, the time will be added to assigned trips.

15.9 The District shall provide a dispatcher to be on duty during the normal operation of the work day. These duties are to be performed by a qualified AFSCME member or management.

15.10 Drivers who are required to take a bi-annual physical (DMV, DL51A), shall be compensated as needed, not to exceed two hours.

15.11 Mountain trips shall not be charged against equalization hours.

ARTICLE 16: CONTRACTING OUT

16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.

16.2 The contracting out committee shall be reinstituted as in the past.

ARTICLE 17: PROMOTION PROCEDURES

17.1 In a promotion, the District will not change the hours of the position in order to favor one (1) candidate over another.

17.2 All benefit jobs in food service shall be posted for at least ten (10) working days at all sites.

17.2.1 This posting shall be in the kitchens on a bulletin board in plain view for all employees.

17.2.2 When a Food Service I position with greater than four hours, as above, thus providing health and welfare benefits, becomes available, the vacancy will be posted for ten (10) days. If at the conclusion of the posting there are three or more eligible candidates, the vacancy shall be filled from this list and shall not open to non AUHSD employees.

ARTICLE 18: LAYOFF AND RECALL

18.1 Layoff Determinations

18.1.1 Employees subject to layoff shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff. They shall be informed of their “bumping” or displacement rights, as well as their recall or reemployment rights.

18.1.2 The reason(s) for layoff shall be for lack of work or lack of funds. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.

18.1.3 The District shall not lay off an employee for disciplinary reasons or in retaliation for the exercise of Union, legal, or constitutional rights.

18.1.4 The order of layoff within a classification shall be determined by seniority according to classification seniority. The parties agree to use "date of hire" as modified below.

18.1.4.1 Employees who have been on personal leave of absence (without pay, and other than for Maternity, Military, or Peace Corps leave) shall have their dates of hire reduced to account for periods of non-paid status.

18.1.4.2 Employees who have been reinstated following a separation from service (other than for military service or Peace Corps service) shall have their dates of hire adjusted to account for periods of non-employment.

18.1.5 The employee who has the least seniority in the classification, plus higher classifications shall be laid off first.

18.1.6 In the event of equal seniority preference shall be given to the employee with the longest total service in the District (regardless of bargaining unit), determined by original date of hire. Time as a substitute, provisional or limited term employee, time as a campus aide, or any other form of non-regular employment shall not be counted in such a tie breaker.

18.1.7 If a tie exists after counting all regular employment, preference shall then be given to the employee with the longest total seniority in the District including time as a substitute, provisional or limited term employee, and time as a campus aide or any other form of non-regular employment shall be counted as a tie breaker.

18.1.8 If a tie still exists, the Director of Human Resources, Classified and an AFSCME representative will draw lots to determine preference.

18.2 **Bumping Rights**

18.2.1 An employee who is to be laid off may exercise displacement or "bumping" rights within his/her classification in order to protect employment provided that:

18.2.1.1 The employee has more seniority in the classification plus higher classifications than the employee being displaced or bumped, and;

18.2.1.2 The employee displaces or bumps the least senior employee under the classification title with an equal work schedule.

18.2.1.3 If no such option is available, the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position. An employee displacing or bumping into a lesser work schedule shall be placed on a recall or reemployment list for his/her former work schedule for a period of sixty-three (63) months.

18.2.1.4 If an employee has no displacement or bumping rights under the classification title, he/she may displace or bump an employee in an equal or lower classification title who has the least seniority in the classification plus higher classifications provided that the employee so exercising such displacement or bumping rights has more seniority in the other classification plus all higher classifications. Employees exercising displacement or bumping rights to an equal or lower classification, have no seniority in the equal or lower classification if he/she has never served in that classification. Such employee displacing or bumping into the lower classification title shall be placed on a recall or reemployment list for his/her former classification title for a period of sixty three (63) months. If bumping to a lower classification the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position.

18.2.1.5 An employee may not bump any employee assigned a higher work schedule.

18.2.1.6 An employee who has no displacement or bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a recall or reemployment list for his/her former classification for a period of thirty-nine (39) months.

18.2.1.7 If an employee waives the opportunity to exercise displacement or bumping rights, he/she may voluntarily accept assignment into an equal or lower classification for which he/she is qualified and be placed on a recall or reemployment list for his/her former classification for a period of sixty three (63) months.

18.3 **Recall or Reemployment**

18.3.1 The parties agree that “recall” and “reemployment” have the same meaning. An employee on a reemployment list is still an employee of the District, albeit a laid off one. An employee on a reemployment list may accept full time or substantial employment with another employer, albeit employment which he or she must give up in order to return to the District.

18.3.2 Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will be offered recall or reemployment while their names remain on the recall or reemployment list.

18.3.3 The District shall by certified or registered mail, offer to the employee with the highest seniority on the recall or reemployment list any vacancy to which the employee has a recall or reemployment right.

18.3.4 While a recall or reemployment list is in effect, no new employees shall be hired in classifications for which employees have recall or reemployment rights, until all employees on the recall list have first been offered and declined the position.

18.3.5 An employee on a recall or reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment. Offers of reinstatement to lesser time, or a lesser classification will be made each and every time something is available for that employee.

18.3.6 If an employee on lay off status is on an eligibility list he/she shall retain that position on the list until the list expires.

18.3.7 Employees on reemployment lists shall be eligible to compete in all examinations, given by the District for which they qualify by experience, ability or training. Employees on lay off status shall receive ranking and service points as if they were in current service with the District.

ARTICLE 19: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any employee 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 20: ENTIRE AGREEMENT

The District and the Union shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, neither the District nor the Union is bound by past practice unless such past practice is specifically stated in the Agreement.

AFSCME agrees that the Agreement is intended to cover all matters related to wages, hours, and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Union, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or AFSCME 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 21: PUBLICATION OF AGREEMENT

21.1 The District shall make this Agreement and updates to this Agreement available on the District website. The District will provide to employees upon request and without charge a copy of this Agreement and any changes. New employees at the time of employment will also be notified in writing of the availability of this Agreement on the District website and the right to receive a written copy.

21.2 The Union shall continue to have the opportunity to appear at orientation meetings in order to explain how the Union functions.

ARTICLE 22: REOPENER

It is understood that during years 2018-2019, 2019-2020, and the year 2020-2021, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.

In additional to these articles referenced above, Attachment E will be reopened during 2018-19. Also, AFSCME and the District shall each have the option of opening one (1) other article of their own choice during years 2018-19, 2019-20 and 2020-21.

ARTICLE 23: DURATION

This Agreement concludes reopener negotiations for 2017-18. In addition, the parties agree to a new three year Agreement effective July 1, 2018, that shall remain in full force and effect up to and including June 30, 2021, and thereafter shall continue in effect year by year until the parties negotiate a successor Agreement.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Brad Jackson
Assistant Superintendent,
Human Resources

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO, LOCAL 3112 (COUNCIL 36)

By: _____
Adrian Prieto
AFSCME President
LOCAL 3112 (COUNCIL 36)

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2020/2021 SALARY SCHEDULE
Effective 7/1/2020 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	2909.00	3026.00	3153.00	3274.00	3403.00	3544.00	3611.00	3685.00	3759.00	3833.00	Monthly
		16.51	17.17	17.92	18.60	19.33	20.15	20.52	20.95	21.34	21.77	Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT	3531.00	3671.00	3804.00	3963.00	4113.00	4282.00	4347.00	4449.00	4533.00	4608.00	Monthly
		20.06	20.86	21.62	22.52	23.38	24.34	24.69	25.28	25.75	26.21	Hourly
49	ATHLETIC FACILTIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3541.00	3684.00	3822.00	3981.00	4143.00	4309.00	4389.00	4483.00	4568.00	4655.00	Monthly
		20.12	20.95	21.71	22.61	23.52	24.50	24.93	25.47	25.96	26.48	Hourly
50	FOOD SERVICE ASSISTANT III	3681.00	3824.00	3964.00	4125.00	4284.00	4453.00	4533.00	4625.00	4711.00	4800.00	Monthly
		20.91	21.73	22.53	23.43	24.36	25.30	25.75	26.29	26.74	27.27	Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST	3716.00	3861.00	4023.00	4179.00	4349.00	4520.00	4606.00	4708.00	4794.00	4899.00	Monthly
		21.11	21.95	22.84	23.75	24.70	25.68	26.20	26.73	27.26	27.83	Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILING SENIOR CUSTODIAN	3743.00	3906.00	4053.00	4204.00	4389.00	4564.00	4654.00	4740.00	4839.00	4939.00	Monthly
		21.26	22.21	23.03	23.89	24.93	25.93	26.47	26.93	27.51	28.08	Hourly
53A	WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	3808.00	3957.00	4123.00	4284.00	4458.00	4632.00	4722.00	4824.00	4915.00	5021.00	Monthly
		21.63	22.50	23.41	24.35	25.31	26.33	26.86	27.39	27.94	28.53	Hourly
53	EQUIPMENT OPERATOR TECHNOLOGY SERVICES ASSISTANT	3906.00	4055.00	4217.00	4386.00	4566.00	4750.00	4839.00	4939.00	5033.00	5137.00	Monthly
		22.21	23.04	23.97	24.91	25.95	26.98	27.51	28.08	28.61	29.19	Hourly
54	AUDITORIUM OPERATIONS TECHNICIAN MAINTENANCE SERVICE WORKER	4001.00	4157.00	4325.00	4498.00	4681.00	4867.00	4960.00	5061.00	5161.00	5266.00	Monthly
		23.09	23.99	24.95	25.95	27.00	28.09	28.61	29.19	29.76	30.39	Hourly
55	BUS DRIVER FOOD SERVICE SOUS CHEF INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR	4098.00	4259.00	4429.00	4606.00	4792.00	4984.00	5079.00	5184.00	5286.00	5395.00	Monthly
		23.31	24.20	25.17	26.20	27.25	28.32	28.87	29.45	30.04	30.67	Hourly
56	HEAVY EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4204.00	4365.00	4541.00	4722.00	4912.00	5107.00	5209.00	5316.00	5421.00	5532.00	Monthly
		24.26	25.19	26.20	27.24	28.34	29.46	30.06	30.67	31.28	31.91	Hourly

ATTACHMENT A

EXHIBIT W

BOT 66

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2020/2021 SALARY SCHEDULE
Effective 7/1/2020 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT	4308.00	4471.00	4652.00	4837.00	5030.00	5229.00	5339.00	5447.00	5555.00	5665.00	Monthly
		24.50	25.39	26.46	27.50	28.60	29.71	30.33	30.97	31.57	32.21	Hourly
58	ATHLETIC FACILITIES TECHNICIAN MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	4412.00	4585.00	4768.00	4959.00	5157.00	5362.00	5472.00	5583.00	5693.00	5804.00	Monthly
		25.45	26.46	27.51	28.60	29.75	30.94	31.57	32.21	32.85	33.48	Hourly
59	ASSISTANT MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE LOCKSMITH OFFSET PRESS OPERATOR TRANSPORTATION DISPATCHER	4517.00	4699.00	4883.00	5078.00	5283.00	5494.00	5604.00	5718.00	5831.00	5945.00	Monthly
		25.67	26.70	27.74	28.86	30.03	31.22	31.85	32.49	33.15	33.78	Hourly
60	ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE PLUMBER SHOP EQUIPMENT REPAIR TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN II	4628.00	4815.00	5004.00	5206.00	5418.00	5630.00	5743.00	5859.00	5976.00	6094.00	Monthly
		26.70	27.78	28.87	30.04	31.26	32.49	33.14	33.80	34.48	35.16	Hourly
61	AUDIO-VISUAL TECHNICIAN TRANSPORTATION OPERATIONS SPEC	4740.00	4931.00	5126.00	5334.00	5552.00	5765.00	5882.00	6000.00	6119.00	6244.00	Monthly
		26.93	28.04	29.12	30.30	31.55	32.76	33.40	34.10	34.78	35.48	Hourly
62A	FOOD SERVICE EQUIPMENT TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC	4857.00	5054.00	5253.00	5468.00	5690.00	5908.00	6029.00	6151.00	6273.00	6401.00	Monthly
		27.60	28.74	29.84	31.05	32.35	33.59	34.25	34.95	35.64	36.37	Hourly
62		4939.00	5142.00	5347.00	5561.00	5780.00	6015.00	6141.00	6264.00	6395.00	6519.00	Monthly
		28.08	29.21	30.37	31.60	32.85	34.18	34.89	35.58	36.35	37.05	Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	4981.00	5175.00	5382.00	5603.00	5826.00	6054.00	6178.00	6300.00	6428.00	6558.00	Monthly
		28.30	29.42	30.61	31.82	33.08	34.41	35.11	35.81	36.53	37.28	Hourly
64	HVAC ENERGY MAINT CONT SYS TECH (4/1/18)	5107.00	5312.00	5524.00	5744.00	5974.00	6212.00	6336.00	6463.00	6592.00	6723.00	Monthly
		29.46	30.64	31.86	33.14	34.46	35.82	36.55	37.29	38.03	38.79	Hourly

ATTACHMENT A

EXHIBIT W/

BOT 67

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2020/2021 SALARY SCHEDULE
Effective 7/1/2020 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
67	NETWORK TECHNICIAN	5489.00	5709.00	5934.00	6176.00	6420.00	6676.00	6811.00	6948.00	7083.00	7229.00	Monthly
		31.18	32.43	33.72	35.09	36.48	37.94	38.70	39.48	40.25	41.07	Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $553 after ten (10) years of service with AUHSD
4% plus $1645 additional after fifteen (15) years of service with AUHSD
7% plus $3,029 additional after twenty (20) years of service with AUHSD
10% plus $3,951 additional after twenty-five (25) years of service with AUHSD
12% plus $3,951 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $144.00
Custodial Night Shift Differential: $52
Transportation Dispatch Stipend: $289

DISTRICT PROPOSAL

MEMORANDUM OF UNDERSTANDING BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3112 (COUNCIL 36)

July 18, 2012

This Memorandum of Understanding ("MOU") is entered into on July 18, 2012, between the Anaheim Union High School District ("AUHSD") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 (Council 36) ("AFSCME").

WHEREAS, AUHSD and AFSCME have negotiated certain proposals which by this MOU they mutually agree to implement the following agreements at the present time so that these agreements will not be dependent upon ratification of a new collective bargaining agreement between the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Permanent employees in the classification of Food Service Assistant III – Bilingual will continue to receive their bilingual classification pay should they be assigned to a school not requiring their bilingual classification.

2. This MOU shall be effective August 1, 2012 and shall be in effect through June 30, 2015.

3. AFSCME withdraws its proposal at 11.11 regarding employees losing their bilingual pay.

For the District	For AFSCME, Local 3112
By: _____	By: _____
Date: 7/18/12	Date: 07/18/2012

MEMORANDUM OF UNDERSTANDING

Between the

American Federation of State, County and Municipal Employees, Local 3112 (AFSCME)

and the

Anaheim Union High School District (AUHSD)

Transportation work assignments when Equalization is contractually not in effect

AFSCME and the AUHSD agree to temporarily modify article 15.7 of our collective bargaining agreement in the following manner:

15.7 Winter Break, Spring Break, summertime work and other periods of time where the collective bargaining agreement calls for equalization to stop being in effect.

The selection of drivers for periods of time when equalization is not in effect shall be made using seniority. The most senior drivers will receive the longest trips in that rotation until all trips are assigned through the entire list of drivers. For the time equalization is not in effect there will be a continuous rotation through te "trip assignment seniority list" starting with the most senior driver, continuing through the list of drivers on the list in seniority order and ending with the shortest trip assignment being given to the least senior driver. If more trip assignments exist when the rotation through all permanent drivers has been completed, the next longest trip assignment not already assigned shall be given to the most senior driver as their second assignment, this being the driver who was offered the longest trip assignment at the beginning of the process. The rotation through the seniority list shall continue in this fashion until all trip assignments have been assigned.

As an example, if 25 trip assignments are available during a period when equalization is not in effect and 10 drivers have requested to work during this time, then the most senior driver will be assigned the longest trip, the eleventh longest trip and the twenty first longest trip. The least senior driver will be assigned the tenth and the twentieth longest trips.

This agreement is dated: January 21, 2011

Unless mutually agreed upon, this MOU sunsets June 30, 2011.

Russell Lee-Sung
Assistant Superintendent
Human Resources

Gerald Adams
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

MEMORANDUM OF UNDERSTANDING BETWEEN AFSCME LOCAL 3112 AND THE DISTRICT PERTAINING TO BUS DRIVER WORK YEAR

MAY 27, 2016

The District and AFSCME agree to clarify the work year for school bus drivers.

1. Regarding Article 15 of the Agreement between the District and AFSCME, the work year over 10.1 months (184 work days) is based upon the number of regular student school days, currently 180 student instructional school days and four (4) additional work days to be scheduled by the District.

1.1 For 2015-16 only, it is understood that the last two work days will be on May 31 and June 1, 2016. (May 30 is the Memorial Day holiday.) For following school years, commencing 2016-17, the four days will be scheduled by the District. Two of these four days will be scheduled prior to the start of the instructional school year.

1.2 Work days for the summer assignment of Extended School Year (ESY) are in addition to the 184 days. The number of bus routes and work days during ESY depends upon the student enrollment in ESY and the number of instructional days. As a result, the number of bus drivers and working days each year will correspond to the number of ESY student instructional days for that year.

2. The four most senior bus drivers will be known as "senior bus drivers." The work year for the four senior bus drivers shall be 208 work days including the 184 work days for regular bus drivers, the summer assignment of ESY and five additional work days to be scheduled between the end of the regular school year and the start of ESY. In case of a resignation/retirement of a senior bus driver, then the regular bus driver having the greatest seniority will fill the vacant senior bus driver position.

3. For purposes of sick leave and vacation accrual, it is agreed that all regular bus drivers shall accrue vacation and sick leave based upon 10.1 months of service effective July 1, 2015. Regular bus drivers assigned to ESY will accrue one additional day each of vacation and sick leave per section 12.1.6(4). Since the assignment of senior bus drivers includes ESY, senior bus drivers will accrue vacation and sick leave based upon 11 months of service.

4. The District may employ up to three regular bus drivers with assignments as "cover drivers." Effective upon ratification, "cover drivers" will no longer be eligible for equalization per Section 15.3.

5. Weekend and holiday split trips will be paid a minimum of four hours for the "take" and four hours for the "return." Weekday split trips will be paid actual time worked.

6. This MOU will be included within the ratification process for the ratification of the 2015-16 Reopener Negotiations between the AFSCME membership and the Board of Trustees.

This MOU is dated: May 27, 2016

FOR THE DISTRICT

By: _____
Spencer E. Covert
Chief Spokesperson

FOR AFSCME

By: _____
Adrian Prieto
President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Health and Welfare Plan Changes for 2017 Plan Year

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

Medical Insurance

PPO

- Co-pays for generic prescriptions will increase from $5 to $7
- Co-pays for preferred brand prescriptions will increase from $15 to $25

HMO

- Co-pays for generic prescriptions will increase from $5 to $7
- Co-pays for preferred brand prescriptions will increase from $15 to $25

This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan, or a higher maximum District Contribution, or plan changes, the District or AFSCME may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This Memorandum of Understanding is dated October 28, 2016, and is subject to ratification by the Board of Trustees.

Brad Jackson
Assistant Superintendent
Human Resources

Adrian Prieto
President
Local 3112, AFSCME

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:

The blended super composite rate will remain at $15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 30, 2020

Brad Jackson
Assistant Superintendent
Human Resources

Adrian Prieto
President
AFSCME, Local 3112

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Filling Benefited Vacancies for Food Service I Positions

The following procedures shall be followed to fill benefited vacancies for Food Service I positions:

1. District's classified personnel office will prepare practical test interview questions. Eligible applicants will be current Food Service I employees. (Always same questions will be asked the applicants, credit will be given for seniority per Personnel Commission Rules)
2. The rating of the applicants will be performed by at least two Cafeteria Manager I's or II's, selected by the Director of Food Services.
3. All interviewees will be put on a "Promotion Interview List" in rank order. The "Promotion Interview List" will be valid for 12 months. At the end of 12 months a new "Promotion Interview List" will be established following these procedures.
4. The ranks provided by the Personnel Commission Director to the Director of Food Services and Assistant Director will be in accordance with the Personnel Commission Rules. The Benefited food service position will be selected from these ranks.
5. Procedures and challenges to the appointments will be handled in accordance with Personnel Commission Rules.
6. This MOU supersedes 17.2.2 of the current agreement between the District and AFSCME.
7. This MOU is subject to ratification by the parties. Its effective date shall be January 1, 2018, and will be in effect through December 31, 2020. This MOU will continue in place after 2020 subject to either party requesting reopener negotiations after December 31, 2020.

This MOU is dated: November 28, 2017

Brad Jackson	Adrian Prieto
Assistant Superintendent	President
Human Resources	AFSCME #3112

EXHIBIT W

MEMORANDUM OF UNDERSTANDING
September 6, 2018

The District will maintain the status of Athletic Facility Workers through school year 2020-2021, with the exception of one Athletic Facility Worker I position. In addition, a 1 range increase for the classifications listed below shall be implemented for three and one-half years, January 1, 2018-June 30, 2021, subject to ratification of this MOU. (This MOU will also include the 1 percent increase for all classified employees represented by AFSCME effective July 1, 2017 per Article 11.1.) This 1 range increase for the below listed classifications will sunset June 30, 2021. Continuing the 1 range increase shall be subject to reopener negotiations for 2021-22.

Classification	Current Salary Range
Athletic Facilities Technician	57
Auditorium Operations Technician	53
Electronics Technician	59
Equipment Repair Mechanic	55
Food Service Equipment Technician	61
Heavy Equipment Operator	55
Instrument Repair Technician	61
Maintenance Carpenter	59
Maintenance Electrician	61
Maintenance Floor/Plaster Worker	59
Maintenance Glazier	57
Maintenance Painter	57
Maintenance Plumber	59
Maintenance Service Worker	53
Maintenance Welder/Fabricator	61
Mechanic	61
Pool Maintenance Technician	57
Senior Custodian	50
Senior Warehouse Worker – Central Warehouse	55
Senior Warehouse Worker – Nutrition Services	55
Shop Equipment Repair Technician	59
Technology Services Technician	57
Warehouse Worker – Central Services	51
Warehouse Worker – Food Service	51

By:_____
Brad Jackson
Assistant Superintendent, Human Resources

By:_____
Adrian Prieto
President, Local 3112

Memorandum of Understanding

Between the

American Federation of State, County, and Municipal Employees, Local 3112

and the

Anaheim Union High School District

June 6, 2017

GPS/Zonar tracking devices and/or Videotape Cameras

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following amendments to the Collective Bargaining Agreement (CBA) between the parties concerning the effects of GPS/Zonar tracking devices and/or Videotape Cameras. Upon signing, this Memorandum of Understanding shall be fully enforceable by the parties through the grievance and arbitration procedure embodied in the current CBA between the parties.

It is also agreed between the parties that it is the intent of the parties, the next time the CBA is to be reprinted, to place the exact wording below into the CBA between the parties at 7.10 (Evaluation Procedures):

"7.10 Evidence produced by the District which does not follow the guidelines below shall not be used against an employee in a subsequent discipline or discharge hearing. If such evidence is used, then this section will be deemed to have been violated, giving the employee, through her or his union, full recourse to the grievance and the binding arbitration enforcement procedures in the CBA.

1. Data from GPS tracking devices and/or Videotape from Camera Footage controlled by the District may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy and enhanced copy if applicable (of the data or videotape or both) is provided both to the employee and to her or his AFSCME representatives (AFSCME Local 3112 President and Business Representative). For example, if an AUHSD maintenance vehicle is tracked by GPS, or seen by AUHSD Video Camera, at the time of an accident, the District must provide the employee driving the vehicle, and her or his representatives, full copies of the data from the GPS devices, and/or exact and full copies of the videotape from the videotape cameras, as such cameras viewed the events leading up to the accident, the accident itself, and the relevant events after the accident. The parties agree that simply providing a summary of the data from the GPS/Zonar, or clips from the videotape, or both, is not in any way in conformance with this MOU.

2. The parties agree that the GPS/Zonar device may be used to confirm time. This

provision shall not apply to the twenty (20) minute warm up time each morning or evening fifteen (15) minute period per section 15.2 of the CBA

This MOU will be recommended for ratification by both parties.

Brad Jackson
Assistant Superintendent
Human Resources

Adrian Prieto
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (District)

and the

American Federation of State, County, and Municipal Employees, Local 3112 (AFSCME)

Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following between the parties pertaining to the implementation of a Bus Driver Minimum Work Day Guarantee of 5 Hours.

A committee consisting of up to 4 representatives each will meet monthly, or more as needed, throughout the 2019-20 school year with the goal of developing contract language to be implemented during the 2020-21 and 2021-22 school year. During negotiations in the 2021-22 school year, there will be an automatic reopener to review the recommendations of the committee for inclusion in the collective bargaining agreement beginning with the 2022-23 school year.

- This pilot program will begin in the moth following ratification of the tentative agreement between AUHSD and AFSCME for the remainder of the 2019-20 school year and will continue as a pilot program during the 2020-21 and 2021-22 school years. The four senior bus drivers will continue their 8-hour work day.
- Bus drivers will be brought up to the minimum guaranteed hours with trips and/or related duties that will be assigned between the hours of 5:30 a.m. and 4:30 p.m.
- Drivers who turn down extra trips or related duties will have that time counted towards the minimum guarantee of hours.
- During the pilot period, the District will continue to utilize equalization language, subject to revisions recommended by the committee. The four senior, 8-hour drivers are not included in equalization except for football assignments. No senior bus driver shall receive an extra hour assignment until all drivers have had the opportunity to work an eight-hour day.
- During the pilot period, no grievance shall be filed related to Article 15.
- During the pilot program, seniority rotation, not equalization will govern work volunteered for during winter recess, Thanksgiving, spring recess holiday periods, ESY and when school is closed.

This MOU is dated September 10, 2019.

FOR THE DISTRICT

By:_____
Brad Jackson
Assistant Superintendent, Human Resources

FOR AFSCME

By:_____
Adrian Prieto
President, Local 3112

EXHIBIT X

AGREEMENT NUMBER 51640

ANAHEIM UNION HIGH SCHOOL DISTRICT
HUMAN RESOURCES APPLICATION
SOFTWARE SUPPORT SERVICE AGREEMENT

This AGREEMENT is hereby made and entered into this 1st day of July, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. SUPERINTENDENT will provide professional services to DISTRICT for the operation of the SUPERINTENDENT'S Human Resources Application, including on-going training services for present and future employees, future software enhancements, and support services.

2.0 NETWORK INFRASTRUCTURE. The network standard protocol is TCP/IP. Each DISTRICT site that uses SUPERINTENDENT'S Human Resources Application must have a Local Area Network (LAN) connected via the DISTRICT office. DISTRICT will, at DISTRICT'S expense, connect to SUPERINTENDENT'S county-wide computer network via high speed data circuit and data communication devices for the services set forth in this AGREEMENT. DISTRICT costs associated with connectivity will be invoiced separately according to the terms of the DISTRICT'S Intranet Network Support Service Agreement with SUPERINTENDENT. Computer processing will be performed on Windows servers at SUPERINTENDENT'S

offices. DISTRICT will access Human Resources Application system software from DISTRICT desktop computers through the DISTRICT'S LAN and from similar desktop computers located at each of the DISTRICT'S school sites.

3.0 SOFTWARE SUPPORT SERVICES

A. SUPERINTENDENT will provide DISTRICT access to SUPERINTENDENT'S Human Resources Application via a leased high speed data circuit to SUPERINTENDENT'S Windows based servers located at 200 Kalmus Drive, Costa Mesa. DISTRICT will be responsible for the recurring cost of the leased high speed data circuit. DISTRICT shall have the ability to use the Human Resources Application.

B. SUPERINTENDENT will provide DISTRICT ongoing software support and assistance during normal business hours, provided however, that the availability or performance of this software support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

C. SUPERINTENDENT may, upon mutual agreement of the parties, provide other services to DISTRICT which may include, but not be limited to, special reporting and other software assistance. DISTRICT shall pay SUPERINTENDENT for such additional services at a rate mutually agreed between the parties.

4.0 TERM. The term of this AGREEMENT shall be for one (1) year commencing July 1, 2021 and ending June 30, 2022. This AGREEMENT shall

automatically be renewed annually, unless DISTRICT gives written notice to SUPERINTENDENT six (6) months prior to the end of each one (1) year renewal period. In no event shall this AGREEMENT exceed a five (5) year period, and shall terminate by its own terms on June 30, 2026.

5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of Seventy-five thousand dollars ($75,000.00) for SUPERINTENDENT'S Human Resources Application annual software support service fees for fiscal year 2021-2022. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. Annual Human Resources Application software support service fees will be evaluated annually for possible upward or downward adjustments. SUPERINTENDENT will provide DISTRICT written notice of the annual Human Resources Application software support service fees due for the renewal period ninety (90) days prior to the end of each renewal period. Renewal fees shall be based on the actual costs incurred by SUPERINTENDENT to support the Human Resources Application software.

6.0 EQUIPMENT/SOFTWARE REQUIREMENTS. The Human Resources Application supports the use of computers running Windows 7 or higher. All printing requirements for the Human Resources Application will take place at the DISTRICT.

7.0 DATA ROLLOVERS. If DISTRICT desires any data rollovers from its present system into SUPERINTENDENT'S Human Resources Application it will be necessary for DISTRICT to submit this data to SUPERINTENDENT in a flat file format according to specifications provided by SUPERINTENDENT'S Information Technology Division. Coordination

meetings between DISTRICT and SUPERINTENDENT'S staff will be necessary to work out the rollover details. In the event that it proves impractical to successfully accomplish any part of the rollovers, it may be necessary for the DISTRICT'S staff to enter in test and/or production data to complete the conversion to SUPERINTENDENT'S Human Resources Application.

8.0 TRAINING. SUPERINTENDENT will provide on-going training services for present and future employees as determined by SUPERINTENDENT and DISTRICT to assist DISTRICT personnel in the use and operation of the software to enable DISTRICT to make optimum use of SUPERINTENDENT'S Human Resources Application. Training will be provided at SUPERINTENDENT'S training lab between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday, excluding SUPERINTENDENT'S holidays.

9.0 FUTURE MODULES/OPTIONS. SUPERINTENDENT expects to offer additional features and optional services to its customers in the future. Each new capacity may have an additional charge.

10.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges

of DISTRICT'S employees and shall not be considered in any manner to be DISTRICT'S employees.

11.0 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.

12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

13.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules and regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations

covered by this AGREEMENT or occurring out of the performance of such operations.

14.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the other party.

15.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

16.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or without cause upon the giving of six (6) months prior written notice to the other party. Notification must be given six (6) months prior to the end of each renewal period.

17.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given by: i) Personal service, or ii) 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 (3rd) 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 92801
Attn: Nancy Nien

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

18.0 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.

19.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

20.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

[THIS AREA LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINT NAME: Nancy C. Nien	PRINT NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Business	TITLE: Administrator
DATE: _____	DATE: May 24, 2021

Anaheim Union High SD-Human Resources Application(51640)2021-2026
ZIP5

EXHIBIT Y

CONTRACT FOR AUDITING

This agreement made and entered into this 18 of June, 2021, between the Governing Board of the Anaheim Union High School District of Orange County, State of California, hereafter referred to as "District" and Eide Bailly, LLP, Certified Public Accountants, hereafter referred to as "Auditors".

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the District and the related notes to the financial statements, which collectively comprise District's basic financial statements, as of and for the three-year period beginning July 1, 2021 and ending June 30, 2024. In addition, we will audit the entity's compliance over major federal award programs for the three-year period beginning July 1, 2021 and ending June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Schedule of Changes in the District's Total OPEB Liability and Related Ratios.
4. Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program.
5. Schedule of the District's Proportionate Share of the Net Pension Liability.
6. Schedule of District's Contributions for Pension.
7. Notes to RSI.

Supplementary information other than RSI will accompany District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by the Education Audit Appeals Panel.*
3. Combining Statements – Non-Major Governmental Funds

Our responsibility for other information included in documents containing the District's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of District's basic financial statements. Our report will be addressed to the governing body of the Anaheim Union High School District. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Annual Report – Form and Content, Delivery

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the *Education Code*, including the required compliance audit provisions of the Uniform Guidance, Audits of State of Local Governments, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other Services

We will also prepare the financial statements of District in conformity with U.S. generally accepted accounting principles, schedule of expenditures of federal awards, and related notes of the Organization in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you. We will also provide other nonattest services related to completion of the auditee's portion of the Data Collection Form, preparation of proposed adjusting journal entries, and preparation of proposed conversion entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities; For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
5. For the design, implementation, and maintenance of internal control over federal awards;
6. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
    a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
    b. Additional information that we may request from management for the purpose of the audit; and
    c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
16. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;

17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to financial statement preparation services, schedule of expenditures of federal awards preparation services, and any other nonattest services we perform including completion of the auditee's portion of the Data Collection Form, preparation of proposed adjusting journal entries; maintenance of depreciation schedules, etc. (include as applicable), District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Royce Townsend is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately March 2022.

The maximum annual fee for auditing services under the terms of this contract shall not exceed $59,000 for June 30, 2022, $60,000 for June 30, 2023, and $61,000 for June 30, 2024, respectively, for personal services, with the exception that any additional auditing services provided for (1) any changes in County reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the County during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10 percent withheld amount pursuant to *Education Code* 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with *Education Code* Section 14505 (b), the District shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner	$	250
Manager		225
Senior in Charge		175
Staff Accountant		150
Paraprofessional		100

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the appropriate cgnizant or oversight agency for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. The aforementioned parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and the governing board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;

- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the Anaheim Union High School District.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Rancho Cucamonga.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Royce E. Townsend, CPA
Partner

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RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Anaheim Union High School District by:

Name: Nancy C. Nien _____

Title: Assistant Superintendent, Business _____

Date: _____

CONTRACT FOR AUDITING - GENERAL OBLIGATION BOND

We are pleased to confirm our understanding of the services we are to provide the Anaheim Union High School District (the District). We will perform the required annual financial audit of the proceeds from the sale of the general obligation bonds (Proposition 39) and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the years ending June 30, 2022, June 30, 2023, and June 30, 2024 in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Bond Fund (Measure H) of the District for the period July 1, 2021 and ending June 30, 2024. The financial statements will present only the Bond Fund (Measure H) on the modified accrual basis of accounting and will not purport to and will not be intended to present fairly the financial position and results of operations of the District in conformity with accounting principles generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Bond Fund (Measure H) financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (US GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body charged with governance, others within the District, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If, during our audit, we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Other Services

We will assist in preparing the financial statements of the Bond Fund (Measure H) of Anaheim Union High School District in conformity with U.S. generally accepted accounting principles based on information provided by you.

Management Responsibilities

Management is responsible for the Bond Fund (Measure H) financial statements and all accompanying information, as well as all representations contained therein. As part of the audit, we will assist with the preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the District, in conformity with U.S. GAAP.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the Bond Fund (Measure H) and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Performance Audit

The purpose of the Performance Audit is to meet the Proposition 39 requirement for the Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution. This includes that the Proposition 39 Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters for Measure H, and no Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Management of Anaheim Union High School District is responsible for establishing and maintaining effective internal control over compliance to meet the Proposition 39 requirement for the Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution.

Generally Accepted Government Auditing Standards requires that we obtain an understanding of those internal controls that are significant to our audit objectives. Our consideration of internal controls is limited to those controls considered significant to meet the objectives of this performance audit. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. A performance audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under *Government Auditing Standards*.

Our procedures for the Performance Audit for the period July 1, 2021 through June 30, 2024, will be as follows:

- Audit the receipt of proceeds of the General Obligation Bonds and ensure the full proceeds have been segregated and deposited in the Bond Fund (Measure H) as required by Proposition 39.
- Determine District procedures for disbursement of funds related to the voter approved general obligation bonds were applied in accordance with laws and regulations, as well as policies approved by the Board of Trustees. This will be accomplished through the inspection of specified documents evidencing certain types of transactions and detailed attributes thereof. Included, but not limited to, the specific documents related to bid procedures for contracts and services, invoices for services rendered, and other appropriate documents deemed necessary to provide a basis for the results of our objective. We will visually inspect projects in process, as well as completed projects during the year to verify the State progress toward completion.
- Review compliance with administrative provision of Article XIII A of the California Constitution, including the formation of, and meetings with, the Citizen's Bond Oversight Committee.
- Review the detailed accounting of expenditures to determine if proceeds are being spent on administrative salaries or any other expense that would otherwise be the obligation of the District's General Fund.

- From a sample of construction expenditures from the detailed accounting of expenditures, review expenditures to determine if proceeds expended are for specific projects as listed in the voter approved bond language. Expenditures from all projects will be included in the sample.
- We will examine bid documents and procedures, as well as project change orders to ensure compliance with District policies, public law provisions, and other related statues.
- We will review minutes of the Citizen's Bond Oversight Committee for compliance with the committee's stated purpose.
- A performance audit report will be issued to the Bond Oversight Committee and the District Board of Trustees.

With respect to financial statement preparation services, , the District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the supplementary information, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Royce E. Townsend is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately March.

Our fees are based on the amount of time required at various levels of responsibility. Invoices are payable upon presentation. Our fee for the Financial Audit and Performance Audit services will be $10,000 for each of the three years ending June 30, 2022, June 30, 2023, and June 30, 2024, respectively. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued and delivered, you will be billed for services to the date of termination. All bills are payable upon receipt.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to a Federal or State agency providing direct or indirect funding, or the United States Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to insert regulator's name. The parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for Anaheim Union High School District.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Rancho Cucamonga.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Royce E. Townsend, CPA
Partner

****

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Anaheim Union High School District by:

Name: Nancy C. Nien _____

Title: Assistant Superintendent, Business _____

Date: _____

AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
EIDE BAILLY LLP

This Amendment Agreement is made and entered into this 18th day of June, 2021 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Eide Bailly LLP**, 10681 Foothill Blvd Ste 300, Rancho Cucamonga, California 91730 ("Consultant"), for performance auditing services.

WHEREAS, the District and Consultant entered into an agreement on August 14, 2020, setting forth the terms and conditions under which the Consultant would perform professional performance auditing services ("Agreement"), in connection with the District's facilities projects that require auditing serves under Prop 51 funding by the School Facility Program ("Project" or "Projects");

WHEREAS, the term of the Agreement is from August 14, 2020 to June 30, 2021;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $30,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2022. Neither District nor Consultant shall have any obligations to the other after June 30, 2022 unless and until a written extension agreement is entered into between the parties.

2. The authorized expenditures under this Agreement shall be increased by $15,000 to not exceed $45,000 in total.

3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Eide Bailly LLP
_____	_____
Nancy Nien Assistant Superintendent, Business	Bobby Patel CPA, CFE

Bickmore Actuarial

EXHIBIT BB

Monday, May 17, 2021

Ms. Diana Gaeta
Director, Risk Management and Insurance
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

RE: Actuarial Services Engagement Letter – 2021 Analysis

Dear Ms. Gaeta:

Thank you for the opportunity to provide actuarial services to Anaheim Union High School District (AUHSD). AUHSD is seeking professional actuarial advice with regard to its self-insured liability program. The following is a brief outline of our understanding of the scope of work to be performed and our fees.

SCOPE

The objective of this study is to provide an estimate of outstanding liabilities, projection of loss costs, cash flow and investment income. Our reports will include the following information:

- Provide program funding levels for the 2021-22 and 2022-23 program years at the expected level, as well as at various confidence levels.
- Provide appropriate rates for claims incurred during the 2021-22 and 2022-23 program years at the expected level, as well as at various confidence levels.
- Provide estimates of required funding for the program's outstanding losses and loss adjustment expenses for all preceding fiscal years as of June 30, 2021 and/or as of June 30, 2022. The outstanding losses and loss adjustment expenses are to be stated at the expected level, as well as at various confidence levels.
- Provide each of the estimates specified above on both discounted and full value bases.
- Provide estimates of the program's cash flow requirements for a given number of fiscal years, separately identified for each accident year.
- Provide a statement of compliance with GASB 10 and 30.
- Estimate the program's cash flow requirements for a given number of fiscal years, separately identified for each accident year.

FEES

EXHIBIT BB

We will agree to complete the scope of work discussed above for the following fees:

Project Component	**Cost**
Liability Actuarial Study	$4,350

Personal visits will be billed at a rate of $500 plus travel related expenses. Should other services beyond the scope of work outlined above be required, we will bill for our time and out of pocket expenses at the rates specified below.

Consultant	Hourly Rate
Principal	$300
Manager	250
Actuarial Staff	150
Administrative Staff	75

Upon delivery of a draft report, consultant shall be entitled to the entire fee. If this agreement is terminated prior to delivery of a draft report, client agrees to pay contractor for all hours incurred through the date notice of termination is given. Such amount shall be limited to the maximum fees stated in this agreement.

We commit to delivering the draft report within four weeks of receipt of complete data.

Please call Mike Harrington at (916) 244-1162 with any questions you may have with regard to our proposal.

Respectfully Submitted,

Mike Harrington
President and Principal

Accepted By:
Bickmore Actuarial

Mike Harrington
President and Principal

Accepted By:
Anaheim Union High School District

Nancy C. Nien
Assistant Superintendent, Business

DocuSign Envelope ID: 62DB7E49-EA0E-4E0D-9A3A-D6D6431DEB2B

EXHIBIT CC

AMENDMENT No. 5

This Amendment hereby amends the Run-Off Claims Administration Agreement ("Agreement") dated July 1, 2016 by and between **Keenan & Associates** and Anaheim Union High School District (hereinafter referred to collectively as the "Parties") as follows:

WHEREAS, the current term of the Agreement shall expire on June 30, 2021; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed for an additional one (1) year term beginning July 1, 2021 and ending on June 30, 2022 ("Renewal Term").

2. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect, and shall govern the conduct of the Parties during the Renewal Term.

3. The effective date of this Amendment is July 1, 2021.

4. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

Anaheim Union High School District			**Keenan & Associates**	
Signature:			**Signature:**	Tara Schilling
By:	**Nancy Nien**		**By:**	**Tara Schilling**
Title:	**Assistant Superintendent of Business Services**		**Title:**	**President, Claims Operations**
Address:	**501 Crescent Way, Anaheim, CA 92803-3520**		**Address:**	**2355 Crenshaw Blvd., Suite 200, Torrance, CA 90505**
E-mail:	**Nien_n@auhsd.us**		**E-mail:**	**gtrapp@keenan.com**
Attention:	**Nancy Nien**		**Attention:**	**Greg Trapp**

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2021, by and between the
ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM
A PUBLIC DISTRICT

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2021, through June 30, 2022, that the ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD) will provide buses and drivers to the NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM (NOCROP) on an as needed and when available basis.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. The AUHSD, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to the NOCROP for the transportation of NOCROP students, when the AUHSD has available extra school buses and licensed school bus drivers.

2. The NOCROP, in consideration for services rendered, agrees that the compensation shall be rated at $81 per hour with no mileage or other additional charges.

3. The AUHSD shall indemnify, defend, and hold the NOCROP harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The NOCROP shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the NOCROP.

4. The NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence $1,000,000
- Sexual Misconduct (may be included in General Liability) $1,000,000

  If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate $2,000,000

5. The NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

_____
Nancy Nien, Ph.D.
Assistant Superintendent, Business

_____
Date

NORTH ORANGE COUNTY REGIONAL
OCCUPATIONAL PROGRAM
of Orange County, California

_____
Michelle D. Owen, Ed.D.
Assistant Superintendent, Business Services

_____
Date

EXHIBIT EE

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPILTRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2021, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

SERVITE HIGH SCHOOL
A PRIVATE NOT FOR PROFIT HIGH SCHOOL

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2021, through June 30, 2022, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to SERVITE HIGH SCHOOL on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of SERVITE HIGH SCHOOL students when the AUHSD has available extra school buses and licensed school bus drivers.

2. SERVITE HIGH SCHOOL, inconsideration for services rendered, agrees that the compensation shall be rated at $81 per hour with no mileage or other additional charges.

3. The AUHSD shall indemnify, defend, and hold SERVITE HIGH SCHOOL harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. SERVITE HIGH SCHOOL shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of SERVITE HIGH SCHOOL.

4. SERVITE HIGH SCHOOL shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses

included, written on an occurrence form, with limits as follows:

- Each Occurrence $1,000,000
- Sexual Misconduct (may be included in General Liability) $1,000,000

  If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate $2,000,000

5. SERVITE HIGH SCHOOL must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement induplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

Nancy Nien, Ph.D.
Assistant Superintendent, Business

Date

SERVITE HIGH SCHOOL
of Orange County, California

M. Brennan

Michael Brennan
Principal

4/14/21

Date

EXHIBIT FF

Agreement Number:51518

ANAHEIM UNION HIGH SCHOOL DISTRICT
ELECTRONIC DOCUMENT MANAGEMENT SYSTEM
(IMAGING, SCANNING AND WORKFLOW)
SOFTWARE SUPPORT SERVICE AGREEMENT

This AGREEMENT is hereby made and entered into this 1st day of July, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and the 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.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT

The SUPERINTENDENT will provide professional services for the operation of a web based imaging/scanning/workflow system. SUPERINTENDENT'S staff will configure an imaging/scanning/workflow system to meet the DISTRICT'S requirements for workflow, document archival and retrieval. The imaging/scanning/workflow system and all images/data will be maintained on servers and storage at SUPERINTENDENT'S office. SUPERINTENDENT'S imaging/scanning/workflow system service will include on-going training services for present and future employees, future software enhancements and support services. DISTRICT'S staff is responsible for scanning all images on a local scanner.

2.0 USE

SUPERINTENDENT grants DISTRICT a non-exclusive, non-assignable limited license to the imaging/scanning/workflow system software solely for use by DISTRICT internally, and only for workflow, capturing, storing,

processing and accessing DISTRICT'S own data. DISTRICT will have the right to use the imaging/scanning/workflow system as long as the imaging/scanning/workflow system is maintained and supported by the SUPERINTENDENT.

3.0 NETWORK INFRASTRUCTURE

The network standard protocol is TCP/IP. Each DISTRICT site that uses the imaging/scanning/workflow system must have a Local Area Network (LAN) connected via the DISTRICT office. DISTRICT will, at DISTRICT'S sole expense connect to SUPERINTENDENT'S County-wide computer network via high speed data circuit and data communication devices for the services set forth in this AGREEMENT. DISTRICT costs associated with connectivity will be invoiced separately according to the terms of the DISTRICT'S Network Support Service Agreement with SUPERINTENDENT. DISTRICT will access imaging/scanning/workflow system software from DISTRICT desktop computers through the DISTRICT'S LAN and from similar desktop computers located at each of the DISTRICT'S school sites.

4.0 ANNUAL SOFTWARE SUPPORT SERVICES

A. SUPERINTENDENT agrees to provide DISTRICT access to the imaging/scanning/workflow applications via a leased high speed data circuit to the SUPERINTENDENT'S servers located at 200 Kalmus Drive, Costa Mesa.

B. The DISTRICT shall be entitled to ongoing software support and assistance during normal business hours, provided however, that the availability or performance of this software support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through

Friday from 8:00 a.m. - 5:00 p.m., excluding SUPERINTENDENT'S holidays.

C. SUPERINTENDENT may, upon mutual agreement of the parties, provide other services which may include but not be limited to: Application Integration, and other software assistance. The DISTRICT shall pay SUPERINTENDENT for such additional services at a rate mutually agreed between the parties.

5.0 TERM

The term of this AGREEMENT shall commence beginning July 1, 2021 and ending June 30, 2022, subject to termination as set forth in this AGREEMENT.

6.0 PAYMENT

A. Implementation. DISTRICT agrees to pay SUPERINTENDENT for implementation of the imaging/scanning/workflow System the sum of Seventy-five dollars ($75.00) per hour. Payment shall be made upon execution of this AGREEMENT and receipt of an itemized invoice from SUPERINTENDENT. Any additional implementation services requested by DISTRICT will be billed to DISTRICT at the rate of Seventy-five dollars ($75.00) per hour. Changes, updates and additional customization to imaging/scanning/workflow will be billed to DISTRICT at the rate of Seventy-five dollars ($75.00) per hour.

B. Annual Support Service Fees. DISTRICT agrees to pay SUPERINTENDENT annual support fees for the imaging/scanning/workflow system the base amount of Six thousand dollars ($6,000.00) per year based on DISTRICT'S ADA. This amount includes imaging/scanning/workflow licensing and software maintenance purchased by SUPERINTENDENT for DISTRICT, and includes unlimited images per year, support for scanners and workflow. Payment shall be made upon execution of this AGREEMENT

and receipt of an invoice from SUPERINTENDENT. There is no additional annual support fee to use the imaging/scanning/workflow system. SUPERINTENDENT shall evaluate support fees annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support the hardware and software. SUPERINTENDENT will provide DISTRICT written notice of the annual support service fees due for the renewal period ninety (90) days prior to the end of each renewal period.

7.0 HARDWARE EQUIPMENT REQUIREMENTS

Local hardware for the imaging/scanning/workflow system services, such as desktop computers, monitors and scanners are the responsibility of the DISTRICT. Each DISTRICT site that uses SUPERINTENDENT'S imaging/scanning/workflow system must have a scanner connected to a Local Area Network connected via the DISTRICT office.

8.0 TRAINING

SUPERINTENDENT will provide on-going training services for present and future employees as determined by SUPERINTENDENT and DISTRICT to assist DISTRICT personnel in the use and operation of the software to enable DISTRICT to make optimum use of the imaging/scanning/workflow system. Training will be provided at DISTRICT'S office between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding SUPERINTENDENT'S holidays.

9.0 FUTURE MODULES/OPTIONS

SUPERINTENDENT may offer additional imaging/scanning/workflow system modules and optional services in the future. Each new capacity may have an additional charge. Proposals will be provided upon DISTRICT request and availability.

10.0 INDEPENDENT CONTRACTOR

SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be DISTRICT'S employees.

11.0 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.

12.0 NON-DISCRIMINATION

SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

13.0 APPLICABLE LAW

SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules and regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

14.0 ASSIGNMENT

DISTRICT or SUPERINTENDENT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the other party.

15.0 TOBACCO USE POLICY

In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

16.0 TERMINATION

SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or without cause, upon the giving of thirty (30) days prior written notice to the other party. Upon termination of this AGREEMENT by either party,

SUPERINTENDENT agrees to provide all of DISTRICT's stored images and indexes to DISTRICT in a readable electronic format i.e.,.tif within three (3) month of termination of this AGREEMENT.

17.0 NOTICES

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given by: i) Personal service, or ii) 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 (3rd) 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: Karen Orr

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92628
Attn: Patricia McCaughey

18.0 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.

19.0 GOVERNING LAW

The terms and conditions of this AGREEMENT shall be governed by the

laws of the State of California, with venue in Orange County, California.

20.0 ENTIRE AGREEMENT/AMENDMENT

This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: Patricia McCaughey Authorized Signature
PRINTED NAME: Nancy C. Nien	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Business	TITLE: Administrator
DATE: _____	DATE: April 15, 2021

Anaheim Union High SD-Document Management System(51518)2021-2022
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AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
CUMMING CONSTRUCTION MANAGEMENT, INC.

This Amendment Agreement is made and entered into this 18th day of June, 2021 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Cumming Construction Management, Inc.,** 130 Vantis, Suite 110, Aliso Viejo, California 92656 ("Consultant"), for Program/Project Management Services.

WHEREAS, the District and Consultant entered into an agreement on June 30, 2020, setting forth the terms and conditions under which the Consultant would perform professional services for Program/Project Management ("Agreement"), in connection with the District's facilities and maintenance projects requiring Program/Project Management services ("Project" or "Projects");

WHEREAS, the term of the Agreement is from June 30, 2020 to June 30, 2021;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $1,500,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2022. Neither District nor Consultant shall have any obligations to the other after June 30, 2022 unless and until a written extension agreement is entered into between the parties.

2. The authorized expenditures under this Agreement shall be increased by $1,500,000 to not exceed $3,000,000 in total.

3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Cumming Construction Management, Inc.
Nancy Nien Assistant Superintendent, Business	Anthony Sanchez Executive Vice President

FOURTH AMENDMENT TO THE AGREEMENT BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND ENVIRONMENTAL NETWORK CORPORATION

This Amendment Agreement is made and entered into this 18th day of June, 2021 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Environmental Network Corporation,** 16700 Valley View Ave, Suite 100, La Mirada, California 90638 ("Consultant"), for hazardous materials abatement and monitoring services.

WHEREAS, the District and Consultant entered into an agreement on April 14, 2017, setting forth the terms and conditions under which the Consultant would perform professional services for hazardous materials abatement and monitoring services ("Agreement"), in connection with the District's facilities and maintenance projects requiring preparation of plans and specifications for bidding or monitoring of hazardous materials ("Project" or "Projects");

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on March 6, 2018, May 7, 2019 and April 9, 2020;

WHEREAS, the term of the Agreement is from April 14, 2017 to April 21, 2020;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $420,000 for EPA/AHERA inspections and $850,000 for hazardous material abatement consulting services;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2022. Neither District nor Consultant shall have any obligations to the other after June 30, 2022 unless amended by written agreement.
2. The authorized expenditures under this Agreement shall be increased not to exceed $620,000 for EPA/AHERA inspections and reports, and $1,200,000 for hazardous material abatement and consulting services.
3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Environmental Network Corporation
Nancy Nien Assistant Superintendent - Business	Bill Bohning Vice President

AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
KNOWLAND CONSTRUCTION SERVICES

This Amendment Agreement is made and entered into this 18th day of June, 2021 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Knowland Construction Services,** 33 Narcissa Drive, Rancho Palos Verdes, California 90275 ("Consultant"), for DSA Inspector of Record Services.

WHEREAS, the District and Consultant entered into an agreement on May 15, 2020, setting forth the terms and conditions under which the Consultant would perform professional DSA Inspector of Record Services ("Agreement"), in connection with the District's facilities and maintenance projects requiring inspection services ("Project" or "Projects");

WHEREAS, the term of the Agreement is from May 15, 2020 to June 30, 2021;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $500,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2022. Neither District nor Consultant shall have any obligations to the other after June 30, 2022 unless and until a written extension agreement is entered into between the parties.

2. The authorized expenditures under this Agreement shall be increased by $500,000 to not exceed $1,000,000 in total.

3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Knowland Construction Services
Nancy Nien Assistant Superintendent, Business	Christopher Knowland President

FOURTH
AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
TWINING CONSULTING

This Amendment Agreement is made and entered into this 18th day of June, 2021 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92803 ("District"), and **Twining Consulting**, 18011 Sky Park Circle Suite J, Irvine, California 92614 ("Consultant"), for Geotechnical Soils Inspections and Material Testing Services.

WHEREAS, the District and Consultant entered into an agreement on August 20, 2015, setting forth the terms and conditions under which the Consultant would perform professional consulting services ("Agreement"), in connection with the District's facilities and maintenance projects for Geotechnical Soils Inspections and Material Testing Services ("Project" or "Projects");

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on August 16, 2018, June 20, 2019 and August 13, 2020;

WHEREAS, the term of the Agreement is from August 20, 2015 to February 20, 2021;

WHEREAS, the Board of Trustees of the District limited the annual expenditures under the agreement not to exceed $1,250,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2022. Neither District nor Consultant shall have any obligations to the other after June 30, 2022 unless and until a written extension agreement is entered into between the parties.

2. This Agreement shall increase the not to exceed amount to be paid to the Consultant by $500,000, for a total not to exceed of $1,750,000.

3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Twining Consulting
_____	_____
Nancy Nien Assistant Superintendent, Business	Steven Schiffer Principal

AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
VITAL INSPECTION SERVICES, INC.

This Amendment Agreement is made and entered into this 18th day of June, 2021 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Vital Inspections Services, Inc.**, 5505 E. Santa Ana Canyon Road #18771, Anaheim, California 92817 ("Consultant"), for DSA Inspector of Record Services.

WHEREAS, the District and Consultant entered into an agreement on May 15, 2020, setting forth the terms and conditions under which the Consultant would perform professional DSA Inspector of Record Services ("Agreement"), in connection with the District's facilities and maintenance projects requiring inspection services ("Project" or "Projects");

WHEREAS, the term of the Agreement is from May 15, 2020 to June 30, 2021;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $250,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Consultant desire to amend the Agreement;

NOW, THEREFORE, District and Consultant hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2022. Neither District nor Consultant shall have any obligations to the other after June 30, 2022 unless and until a written extension agreement is entered into between the parties.

2. The authorized expenditures under this Agreement shall be increased by $250,000 to not exceed $500,000 in total.

3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT	CONSULTANT
Anaheim Union High School District	Vial Inspection Services, Inc.
Nancy Nien Assistant Superintendent, Business	Philip Barragan President

CHANGE ORDER NO.1

(Deductive)

PROJECT: Bid #2020-19 Anaheim HS Fire Alarm Upgrades

TO: Giannelli Electric, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Order #1 Comprises of COP #1 - #18 – Net Cost $35,286

Work Order #1 Credit for Project Allowance – deduction of ($75,000)

Work Order #1 results in an overall deduction of ($39,714)

COST (This cost shall be deleted.):

Original contract price:	$ 1,252,692
Change Order amount:	$ (39,714)
New contract price:	$ 1,212,978

TIME FOR COMPLETION:

Original completion date:	277 consecutive calendar days
Time for completion of Change Order:	no change
New completion date:	277 consecutive calendar days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

Bid 2020-19

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____
Signature

TIMOTHY J GIANNELLI
Print Name

PRESIDENT
Title

5-14-21
Date

DISTRICT

By: _____
Signature

Nancy C. Nien
Print Name

Assistant Superintendent, Business
Title

Date

ARCHITECT

By: _____
Signature

SUSHILA GHATADE
Print Name

PARTNER
Title

5/18/2021
Date

EXHIBIT LL

Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Anaheim Fire Alarm Upgrades
Project Number: 2020-19

P.O. #
DSA #: 04-118532

Work Order

To: *Giannelli Electric, Inc..*
7000 Merrill Ave., B210C
Chino, CA 91710

Work Order # 01

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

1. COP 1 - Relocate Fire Alarm Panels in Kitchen Building 10 per RFI 3 response.
$ 947.00

2. COP 2 - Connect underground pull boxes together for Bldg. 15 loop per RFI 4 response.
$ 846.00

3. COP 3 - Relocate heat detectors to above ceiling in Bldg. 13 and install access panels.
$5,555.00

4. COP 4 – Add heat detectors in Locker Rooms Bldg. 14 per RFI 8 response.
$1,909.00

5. COP 5 – Delete devices in Small Gym Bldg. 14 per RFI 14 response.
($ 516.00)

6. COP 6 – Delete devices in Bldg. 14 per RFI 15 response.
($1,560.00)

7. COP 7 – Add devices in Child Care Center per RFI 17 response.
$ 755.00

8. COP 8 – Big Gym HVAC units added for shutdown per RFI 18 response.
$2,341.00

9. COP 9 – Add devices in Bldg. 3 per RFI 19 response.
$3,462.00

10. COP 10 – Delete devices in Main Office Building 1 per RFI 24 response.
($2,037.00)

EXHIBIT LL
10001
2020-19

11. COP 11 – HVAC units in Buildings 5, 6, 7 and 8 added for shutdown per RFI 25 response.

$11,389.00

12. COP 12 – Delete devices in Kitchen Building 10 per RFI 26 response.

($438.00)

13. COP 13 – Delete devices in Elevator Shaft Building 1 per RFI 27 response.

($650.00)

14. COP 14 – Delete ceiling devices in Building 1 per RFI 28 response.

($1,359.00)

15. COP 15 – Add strobes in unisex restrooms Building 13.

$ 801.00

16. COP 16 – At Cook Auditorium revise beam detectors to heat detectors. Recircuit devices and add power amplifier due to exceeded factory recommended length.

$10,117.00

17. COP 17 – At Cook Auditorium integrate stage curtain and fire doors to new Fire Alarm System.

$2,328.00

18. COP 18 – At Cook Auditorium troubleshoot fire curtain and fire doors to make operable.

$1,396.00

19. Credit for project allowance not used.

($75,000.00)

TOTAL FOR WORK ORDER 01: ($39,714.00)

Not Valid until signed by the Owner.
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum ($39,714.00) ☐ Not to Exceed _____

☐ Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms

☐ Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.

☐ In accordance with contract unit prices

TIME:

☒ No Change ☐ Impact unknown at this time ☐ Impact to contract completion date is estimated at ____ days

☐ Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days____)
The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business		5-21-21
AUHSD Patricia Neely		5/20/21
Contractor		5/14/21
Architect		5/18/21
Project Manager		5/17/21
IOR		5/14/21

P. 2 of 2

Wednesday, May 12, 2021

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

Quantity	Description
2	Anvils
2	AV Carts
1	Bench Drill
27	Book Cases
22	Cabinets
3	Carts
1	Cash Register
211	Chairs
1164	Chromebooks
8	Computer Desks
138	Computer Desktops
1	Computer iMac
23	Computer Laptops
70	Computer Tables
59	Computer Towers
1	Copier
31	Desks
1	Digital Synthesizer
9	Document Cameras
1	DVD Player
44	File Cabinets
3	Grinders Dual
28	HP Streams
35	Keyboards
19	Lockers
30	Machine Vise
1	Magazine Rack
1	Media Cart
185	Monitors
1	Piano
2	Podiums
12	Printers
1	Printer, Plastic Card
64	Projectors
1	Projector Cart
1	Quizdom Set
32	Science Tables
8	Servers
7	Shelving Units
6	Smartboards
2	Speakers
1	Stand Storage

2	Storage Containers
280	Student Chairs
53	Student Desks
3	Student Tables
64	Tables
1	Television Cart
1	Television Wall Mount
1	Video Converter

Declaring Certain Books as Unusable, Obsolete,
and/or Out-of-Date and Ready for Sale, or Destruction EXHIBIT NN

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Biology					
Biology	1	Outdated	Fair	Obsolete	No To Be Sold
Biology, The Dynamics of Life	1	Outdated	Fair	Obsolete	No To Be Sold
Living in the Environment	1	Outdated	Fair	Obsolete	No To Be Sold
Dictionary					
Merriam Webster Child Dictionary	4	Outdated	Fair	Obsolete	No To Be Sold
Drama					
The Dynamics of Acting	103	Outdated	Fair	Obsolete	No To Be Sold
Dual Enrollment					
Accidental Asian	1	Outdated	Fair	Obsolete	No To Be Sold
Art of Public Speaking	1	Outdated	Fair	Obsolete	No To Be Sold
Auto Upkeep	1	Outdated	Fair	Obsolete	No To Be Sold
Auto Upkeep Workbook	1	Outdated	Fair	Obsolete	No To Be Sold
Automotive Electrical and Engine Performance	1	Outdated	Fair	Obsolete	No To Be Sold
Introduction to Programming With Visual Studio 2017	49	Outdated	Fair	Obsolete	No To Be Sold
MOS 2016 Study Guide for Microsoft	51	Outdated	Fair	Obsolete	No To Be Sold
Power Learning: Strategies	1	Outdated	Fair	Obsolete	No To Be Sold
Process of Social Research	40	Outdated	Fair	Obsolete	No To Be Sold
Proofreading for Professionals	1	Outdated	Fair	Obsolete	No To Be Sold
Responding to Emergencies	1	Outdated	Fair	Obsolete	No To Be Sold
Sociology: A Brief Introduction, Edition 12	2	Outdated	Fair	Obsolete	No To Be Sold
What's That Sound?	1	Outdated	Fair	Obsolete	No To Be Sold
Economics					
Managing Your Personal Finance	11	Outdated	Fair	Obsolete	No To Be Sold
English					
Collections 7th Grade	22	Outdated	Fair	Obsolete	No To Be Sold
Foreign Language					
Avancemos 1	56	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 2	30	Outdated	Fair	Obsolete	No To Be Sold
Spanish 3	1	Outdated	Fair	Obsolete	No To Be Sold

Declaring Certain Books as Unusable, Obsolete,
and/or Out-of-Date and Ready for Sale, or Destruction EXHIBIT NN

Health					
Health	3	Outdated	Fair	Obsolete	No To Be Sold
History					
America Journey TE	1	Outdated	Fair	Obsolete	No To Be Sold
Medieval & Early Modern TE	1	Outdated	Fair	Obsolete	No To Be Sold
The American Journey	278	Outdated	Fair	Obsolete	No To Be Sold
Library					
Misc. Library Books	552	Outdated	Fair	Obsolete	No To Be Sold
Literature					
Inside Level D	9	Outdated	Fair	Obsolete	No To Be Sold
Inside Level D V1 TE	1	Outdated	Fair	Obsolete	No To Be Sold
Inside Level D V2 TE	1	Outdated	Fair	Obsolete	No To Be Sold
Inside Level E	10	Outdated	Fair	Obsolete	No To Be Sold
Inside Level E V2 TE	1	Outdated	Fair	Obsolete	No To Be Sold
Math					
Algebra 1	218	Outdated	Fair	Obsolete	No To Be Sold
AP Calculus Early Transcedental	21	Outdated	Fair	Obsolete	No To Be Sold
Geometry	87	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 1 First Edition SE	2	Outdated	Fair	Obsolete	No To Be Sold
Pre Calculus Graphing and Data	2	Outdated	Fair	Obsolete	No To Be Sold
Pre Calculus With Limits	12	Outdated	Fair	Obsolete	No To Be Sold
Pre-Algebra	42	Outdated	Fair	Obsolete	No To Be Sold
Novels					
A Christmas Carol	14	Outdated	Fair	Obsolete	No To Be Sold
Anne Frank Diary Of a Young Girl	12	Outdated	Fair	Obsolete	No To Be Sold
Because Of Winn-Dixie	1	Outdated	Fair	Obsolete	No To Be Sold
Breaking Through	6	Outdated	Fair	Obsolete	No To Be Sold
Bridge To Terabithia	10	Outdated	Fair	Obsolete	No To Be Sold
Call It Courage	10	Outdated	Fair	Obsolete	No To Be Sold
Can You Feel the Thunder	6	Outdated	Fair	Obsolete	No To Be Sold
Cormier	8	Outdated	Fair	Obsolete	No To Be Sold
Dragon Wings	11	Outdated	Fair	Obsolete	No To Be Sold
I Heard The Owl Call My Name	1	Outdated	Fair	Obsolete	No To Be Sold
Julie Of The Wolves	9	Outdated	Fair	Obsolete	No To Be Sold
Killing Mr. Griffin	33	Outdated	Fair	Obsolete	No To Be Sold
Lupita Manana	3	Outdated	Fair	Obsolete	No To Be Sold
Maniac Magee	7	Outdated	Fair	Obsolete	No To Be Sold
Myths And Folk Tales Around	13	Outdated	Fair	Obsolete	No To Be Sold
On My Honor	10	Outdated	Fair	Obsolete	No To Be Sold
Robin Hood Of Sherwood Forest	9	Outdated	Fair	Obsolete	No To Be Sold

Roll of Thunder Hear My Cry	9	Outdated	Fair	Obsolete	No To Be Sold
Shiloh	10	Outdated	Fair	Obsolete	No To Be Sold
Star Girl	6	Outdated	Fair	Obsolete	No To Be Sold
The Big Wave	20	Outdated	Fair	Obsolete	No To Be Sold
The Black Pearl	9	Outdated	Fair	Obsolete	No To Be Sold
The Cay	9	Outdated	Fair	Obsolete	No To Be Sold
The Contender	18	Outdated	Fair	Obsolete	No To Be Sold
The Diary Of a Young Girl	3	Outdated	Fair	Obsolete	No To Be Sold
The Great Gilly Hopkins	19	Outdated	Fair	Obsolete	No To Be Sold
The House of Die Drear	9	Outdated	Fair	Obsolete	No To Be Sold
The Lottery Rose	10	Outdated	Fair	Obsolete	No To Be Sold
The White Mountains	9	Outdated	Fair	Obsolete	No To Be Sold
Wolf Rider	6	Outdated	Fair	Obsolete	No To Be Sold
Wringer	10	Outdated	Fair	Obsolete	No To Be Sold
Science					
CA Life Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
CA Physical Science	38	Outdated	Fair	Obsolete	No To Be Sold
Cali Physical Science	11	Outdated	Fair	Obsolete	No To Be Sold
Challenges	1	Outdated	Fair	Obsolete	No To Be Sold
Chemistry Matter & Change	1	Outdated	Fair	Obsolete	No To Be Sold
Choices	1	Outdated	Fair	Obsolete	No To Be Sold
Concepts & Challenges Physics	2	Outdated	Fair	Obsolete	No To Be Sold
Conceptual Integrated Science	1	Outdated	Fair	Obsolete	No To Be Sold
Dynamic Earth	1	Outdated	Fair	Obsolete	No To Be Sold
Dynamic Earth TE	1	Outdated	Fair	Obsolete	No To Be Sold
Earth Life Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
Earth on Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
Earth Science	448	Outdated	Fair	Obsolete	No To Be Sold
Earth Science TE	4	Outdated	Fair	Obsolete	No To Be Sold
Earth, Physical Science	1	Outdated	Fair	Obsolete	No To Be Sold
Ecology Earth Natural Resource	1	Outdated	Fair	Obsolete	No To Be Sold
Ecology Earths Nature TE	1	Outdated	Fair	Obsolete	No To Be Sold
Environmental TE	1	Outdated	Fair	Obsolete	No To Be Sold
Exploring Life Science	66	Outdated	Fair	Obsolete	No To Be Sold
Exploring Life Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
Exploring Matter & Energy	1	Outdated	Fair	Obsolete	No To Be Sold
Exploring Matter & Energy TE	1	Outdated	Fair	Obsolete	No To Be Sold
Exploring Physical Science	34	Outdated	Fair	Obsolete	No To Be Sold
Exploring Physical Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
Focus on Physical Science	1	Outdated	Fair	Obsolete	No To Be Sold
General Science	1	Outdated	Fair	Obsolete	No To Be Sold

General Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
Health Making Life Choices	54	Outdated	Fair	Obsolete	No To Be Sold
Health Making Life Choices TE	1	Outdated	Fair	Obsolete	No To Be Sold
Health Physical Science	2	Outdated	Fair	Obsolete	No To Be Sold
Health Physical Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
Health, Earth Science TE	1	Outdated	Fair	Obsolete	No To Be Sold
Human Biology & Health	1	Outdated	Fair	Obsolete	No To Be Sold
Human Biology & Health TE	1	Outdated	Fair	Obsolete	No To Be Sold
Library Books	16	Outdated	Fair	Obsolete	No To Be Sold
Life Science	207	Outdated	Fair	Obsolete	No To Be Sold
Life Science TE	7	Outdated	Fair	Obsolete	No To Be Sold
Life, Earth and Physical Science	1	Outdated	Fair	Obsolete	No To Be Sold
Modern Biology	3	Outdated	Fair	Obsolete	No To Be Sold
More Ideas for Science Project	1	Outdated	Fair	Obsolete	No To Be Sold
Motion, Forces & Energy TE	1	Outdated	Fair	Obsolete	No To Be Sold
Physical Science	46	Outdated	Fair	Obsolete	No To Be Sold
Physical Science TE	6	Outdated	Fair	Obsolete	No To Be Sold
Principles of Science	2	Outdated	Fair	Obsolete	No To Be Sold
Science & Technology TE	2	Outdated	Fair	Obsolete	No To Be Sold
Science and Technology	6	Outdated	Fair	Obsolete	No To Be Sold
Science Chemical Interactions	1	Outdated	Fair	Obsolete	No To Be Sold
Science Insights TE	1	Outdated	Fair	Obsolete	No To Be Sold
Science Interaction	1	Outdated	Fair	Obsolete	No To Be Sold
Science Interaction #3	1	Outdated	Fair	Obsolete	No To Be Sold
Science Interaction Course 1	4	Outdated	Fair	Obsolete	No To Be Sold
Science Interaction Course 2	1	Outdated	Fair	Obsolete	No To Be Sold
Science Interaction Course 3	1	Outdated	Fair	Obsolete	No To Be Sold
Science Interaction TE	6	Outdated	Fair	Obsolete	No To Be Sold
Student Express CA Life Science	20	Outdated	Fair	Obsolete	No To Be Sold
Student Express CA Physical Science	19	Outdated	Fair	Obsolete	No To Be Sold
Teen Health Course 1	31	Outdated	Fair	Obsolete	No To Be Sold
Teen Health TE	2	Outdated	Fair	Obsolete	No To Be Sold
The Biology	1	Outdated	Fair	Obsolete	No To Be Sold
Voyage of Exploration	1	Outdated	Fair	Obsolete	No To Be Sold
Voyages Life Science	1	Outdated	Fair	Obsolete	No To Be Sold
Social Science					
CA Economics: Principles in Accounting	1	Outdated	Fair	Obsolete	No To Be Sold

Cultural Landscape	1	Outdated	Fair	Obsolete	No To Be Sold
Economics	1	Outdated	Fair	Obsolete	No To Be Sold
Economics: Principles & Practice	1	Outdated	Fair	Obsolete	No To Be Sold
Government	2	Outdated	Fair	Obsolete	No To Be Sold
The Americans: Reconstruction	1	Outdated	Fair	Obsolete	No To Be Sold
Social Studies					
Economics	1	Outdated	Fair	Obsolete	No To Be Sold
Government	2	Outdated	Fair	Obsolete	No To Be Sold
Speech					
Effective Speech Communication	32	Outdated	Fair	Obsolete	No To Be Sold

EXHIBIT OO

DONATIONS

June 17, 2021

Location	Donated By	Item
Katella	Friends of Golf, Inc.	$276, Golf Program
Kennedy	Nunther A. Hijazin, M.D. Inc.	$1,000, National Honor Society Scholarship

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64R1573	**5 DOLLAR SCHOOL TEES**	**1,231.81**	1,231.81	0134489510 4310	WA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
P64R1527	**A LINE INC**	**1,545.00**	1,545.00	0131235081 5610	BR/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
P64R1759	**A LINE INC**	**2,500.00**	2,500.00	0134235081 5610	WA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
P64R1733	**AAA ELECTRIC MOTOR SALES**	**1,366.40**	1,366.40	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S
P64R1744	**AAA ELECTRIC MOTOR SALES**	**1,395.36**	1,395.36	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S
P64R1664	**AARDVARK CLAY AND SUPPLIES INC**	**75.84**	75.84	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R1555	**ABE'S PLUMBING**	**8,950.00**	8,950.00	2621731185 6270	WE/BOND SERIES 2018 - MEAS H / MAIN BUILDING
P64R1665	**ABE'S PLUMBING**	**700.00**	700.00	0122239081 5610	MA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
P64R1717	**AC POWER 1 INC**	**2,720.00**	2,720.00	0128231081 5610	CY/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
P64R1650	**ACADEMIC THERAPY PUBLICATIONS**	**1,963.28**	1,963.28	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
P64A0233	**AIR DEMOLITION AND ENVIRONMENT**	**175,677.00**	175,677.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
P64R1518	**AMERICAN CASUAL**	**384.02**	384.02	0138489510 4310	BA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
P64R1635	**AMERICAN CASUAL**	**1,383.62**	1,383.62	0135489510 4310	DA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
P64R1735	**AMERICAN FENCE COMPANY INC**	**480.00**	480.00	0156392385 6274	FAC/ESSER II CRRSA/FAC / CONSTRUCTION - OTHER
P64A0236	**ANAHEIM FAMILY YMCA**	**680,129.45**	680,129.45	0100439540 5100	AFTER SCHOOL ED/SAFETY/ANCILLA /
P64R1572	**AP BY THE SEA**	**1,935.00**	1,935.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
P64R1606	**AP BY THE SEA**	**645.00**	645.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
P64T0628	**APPLE INC**	**5,023.70**	4,155.85	0117914050 4320	IS/NOCRC COMMUNITY SCHOOL / OTHER
			867.85	0117914050 4410	IS/NOCRC COMMUNITY SCHOOL / EQUIPMENT -
P64T0629	**APPLE INC**	**6,023.71**	6,023.71	0119473010 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL
P64T0649	**APPLE INC**	**1,926.56**	1,926.56	0117750610 4410	IS/CTE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64A0240	**ARCINA RISK GROUP LLC**	**15,000.00**	15,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
P64R1752	**ATKINSON ANDELSON LOYA RUUD**	**59.00**	59.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64T0653	**AUDIO RESOURCE GROUP INC**	**2,445.93**	2,445.93	0122381110 4410	ECIA TITLE I - PARENTING / EQUIPMENT -
P64R1574	**AUTOLIFT SERVICES INC.**	**2,850.00**	900.00	0123230081 5610	SA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			900.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
			1,050.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1563	**AVID CENTER**	**92.86**	92.86	0125545010 4310	KA/AVID DESTINATION GRADUATION /
P64R1645	**AVID CENTER**	**850.00**	850.00	0125545010 5210	KA/AVID DESTINATION GRADUATION / TRAVEL AN
P64R1696	**AVID CENTER**	**850.00**	850.00	0122381010 5210	MA/ECIA1/INSTR / TRAVEL AND CONFERENCE
P64R1721	**AVID CENTER**	**1,700.00**	1,700.00	0138545010 5210	BA/AVID-DESTINATION GRADUATION / TRAVEL AN
P64R1764	**AVID CENTER**	**850.00**	850.00	0132381010 5210	OR/ECIA1/INSTR / TRAVEL AND CONFERENCE
P64T0661	**AVIDEX INDUSTRIES LLC**	**315.43**	315.43	2535710185 4310	DALE/DEV FEES/FAC ACQ / INSTRUCTIONAL MATL
P64C0105	**AWARDS BY PAUL**	**64.65**	64.65	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
P64R1564	**AWARDS BY PAUL**	**161.63**	161.63	0137000010 4310	SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R1568	**AWARDS BY PAUL**	**7,156.34**	7,156.34	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
P64R1673	**AWARDS BY PAUL**	**25.86**	25.86	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R1674	**AWARDS BY PAUL**	**64.65**	64.65	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R1675	**AWARDS BY PAUL**	**64.65**	64.65	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R1745	**AWARDS BY PAUL**	**574.31**	574.31	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
P64R1521	**B AND H PHOTO VIDEO INC**	**121.01**	121.01	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64T0622	**B AND H PHOTO VIDEO INC**	**262.66**	262.66	0177177072 4320	RISK MANAGEMENT / OTHER OFFICE/MISC SUPPLIE
P64T0632	**B AND H PHOTO VIDEO INC**	**2,166.91**	2,166.91	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0633	**B AND H PHOTO VIDEO INC**	**197.01**	197.01	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0635	**B AND H PHOTO VIDEO INC**	**11,084.84**	1,151.61	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			9,933.23	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -

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P64T0640	**B AND H PHOTO VIDEO INC**	**8,925.69**	8,398.79	0102392372 4320	SUPT/ESSER II-CRRSA ACT/ADMIN / OTHER
			526.90	0102392372 4410	SUPT/ESSER II-CRRSA ACT/ADMIN / EQUIPMENT -
P64T0641	**B AND H PHOTO VIDEO INC**	**8,055.65**	6,800.02	0102392372 4320	SUPT/ESSER II-CRRSA ACT/ADMIN / OTHER
			1,255.63	0102392372 4410	SUPT/ESSER II-CRRSA ACT/ADMIN / EQUIPMENT -
P64T0654	**B AND H PHOTO VIDEO INC**	**1,891.77**	1,891.77	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0657	**B AND H PHOTO VIDEO INC**	**9,901.43**	1,058.30	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			8,843.13	0117750610 4410	IS/CTE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64T0664	**B AND H PHOTO VIDEO INC**	**1,381.94**	1,381.94	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
P64T0665	**B AND H PHOTO VIDEO INC**	**1,715.27**	1,715.27	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
P64T0666	**B AND H PHOTO VIDEO INC**	**734.21**	734.21	2535710185 6460	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64T0668	**B AND H PHOTO VIDEO INC**	**435.09**	435.09	0122257511 4310	EMOTION DISTRB/SE SEP CL/SEV / INSTRUCTIONAL
P64T0673	**B AND H PHOTO VIDEO INC**	**214.37**	214.37	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64T0686	**B AND H PHOTO VIDEO INC**	**211.79**	211.79	0124381110 4310	LO/TITLE I/PARENTING / INSTRUCTIONAL MATL &
P64T0689	**B AND H PHOTO VIDEO INC**	**102.00**	102.00	0121381110 4310	WESTERN/TITLE I/PARENTING / INSTRUCTIONAL
P64T0692	**B AND H PHOTO VIDEO INC**	**643.21**	643.21	0120393010 4410	ANAHEIM/VEA-2B/INSTR / EQUIPMENT -
P64R1581	**B AND M LAWN AND GARDEN INC**	**11,890.54**	340.49	0125000081 4347	KA/MO / OPERATIONS SUPPLIES - MISC
			11,550.05	0125000081 6490	KA/MO / EQUIPMENT - OTHER
P64R1643	**B AND M LAWN AND GARDEN INC**	**1,454.57**	1,454.57	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64R1738	**B AND M LAWN AND GARDEN INC**	**955.71**	320.01	0127220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
			150.84	0132220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
			484.86	0140220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
P64R1491	**BAND SHOPPE**	**444.41**	444.41	0123007010 4310	SA/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R1547	**BAND TODAY LLC**	**1,308.31**	1,308.31	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64A0239	**BARBEE, MARLEN**	**5,500.00**	5,500.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64R1714	**BARKSHIRE LASER LEVELLING INC**	**4,900.00**	4,900.00	0122222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64R1737	**BARKSHIRE LASER LEVELLING INC**	**7,100.00**	7,100.00	0132222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64R1520	**BARNES AND NOBLE**	**1,040.55**	1,040.55	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERI
P64R1624	**BARNES AND NOBLE**	**358.29**	358.29	0128257511 4210	EMOTION DISTRB/SE SEP CL/SEV / BOOKS AND
P64R1720	**BARNES AND NOBLE**	**753.17**	753.17	0138000010 4210	BALL/INSTR / BOOKS AND REFERENCE MATERIAL
P64R1728	**BARNES AND NOBLE**	**289.63**	289.63	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERI
P64R1729	**BARNES AND NOBLE**	**310.32**	310.32	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERI
P64R1750	**BARNES AND NOBLE**	**167.44**	167.44	0138381110 4210	TITLE I - PARENTING / BOOKS AND REFERENCE
P64R1761	**BARNES AND NOBLE**	**578.61**	578.61	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERI
P64R1532	**BAVCO**	**3,093.62**	3,093.62	0122239081 4410	MA/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
P64R1719	**BAYER HVAC INC.**	**128.82**	128.82	0128235081 4355	CY/HVAC/MO / MAINTENANCE SUPPLIES
P64R1706	**BEACON ATHLETICS**	**1,939.52**	1,939.52	0127028010 4410	KE/ATHLET/INSTR / EQUIPMENT - NON-CAPITALIZE
P64A0238	**BEHAVIORAL TECH LLC**	**16,905.80**	16,905.80	0115394710 5210	ED/LEARN LOSS MI-PROP 98(LCFF) / TRAVEL AND
P64R1637	**BELLEVUE SCHOOL DISTRICT #405**	**600.00**	600.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
P64R1489	**BERTRAND'S MUSIC**	**8,498.44**	7,287.37	0123007010 4310	SA/INS MUS/INSTR / INSTRUCTIONAL MATL &
			1,211.07	0123007010 4410	SA/INS MUS/INSTR / EQUIPMENT - NON-CAPITALIZE
P64R1701	**BEST BUY FOR BUSINESS**	**3,288.84**	64.65	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,224.19	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
P64R1704	**BEST BUY FOR BUSINESS**	**3,202.64**	43.10	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,159.54	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
P64R1513	**BLICK ART MATERIALS LLC**	**178.76**	178.76	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R1514	**BLICK ART MATERIALS LLC**	**670.93**	670.93	0128073010 4310	CY/ART HISTORY/INSTR / INSTRUCTIONAL MATL &
P64R1618	**BLICK ART MATERIALS LLC**	**631.06**	631.06	0153385010 4310	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL MATL

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P64R1628	**BLICK ART MATERIALS LLC**	**1,114.65**	1,114.65	0131361010 4310	BR/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAI
P64X0395	**BONDED CLEANERS**	**1,000.00**	1,000.00	0122007081 5560	MA/INST MUS/MO / LAUNDRY
P64A0247	**BOOK SYSTEMS INC**	**26,970.00**	26,970.00	0153392010 6490	SP/ESSER-CARES ACT/INSTR / EQUIPMENT - OTHER
P64A0244	**BOTKA, BRYAN**	**10,000.00**	10,000.00	0153392010 5805	SP/ESSER-CARES ACT/INSTR / INSTRUCTIONAL PRO
P64R1609	**BROADWAY LICENSING LLC**	**700.00**	550.00	0153385010 4310	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL MATI
			150.00	0153385010 5880	SP/TITLE IV, PART A/INSTR / OTHER OPERATING
P64R1508	**BSN SPORTS**	**4,944.76**	4,944.76	0131054040 4310	BR/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
P64R1625	**BSN SPORTS**	**6,291.67**	3,060.25	0123027010 4310	SA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
			323.25	0123385010 4310	SA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			2,908.17	0123385010 4410	SA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
P64R1747	**BSN SPORTS**	**1,005.21**	1,005.21	0128595010 4310	CY/SHORT STAY VISITS/INSTR / INSTRUCTIONAL
P64R1631	**BSN SPORTS LLC**	**4,997.35**	4,997.35	0137054040 4310	SY/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
P64R1651	**BSN SPORTS LLC**	**10,498.82**	10,498.82	0128028010 4310	CY/ATHLET/INSTR / INSTRUCTIONAL MATL &
P64R1654	**BSN SPORTS LLC**	**165.85**	165.85	0140028081 4347	SOUTH/ATHLETICS/FIELD SUPP / OPERATIONS
P64R1683	**BSN SPORTS LLC**	**3,969.50**	3,969.50	0135000010 4410	DALE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64R1685	**BSN SPORTS LLC**	**7,770.86**	7,770.86	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R1716	**BUDDY'S ALL STARS INC**	**5,614.44**	5,614.44	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL &
P64R1528	**C TECH CONSTRUCTION INC.**	**1,129.92**	1,129.92	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
P64R1529	**CAL BUILDING SYSTEMS INC**	**780.00**	780.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
P64R1659	**CAL BUILDING SYSTEMS INC**	**1,880.00**	390.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			1,490.00	0169230081 5610	TRIDENT/ GENERAL/ MO / REPAIRS/MAINT - O/S
P64R1584	**CAL-STATE SITE SERVICES**	**2,747.60**	2,747.60	0125000081 5620	KA/MO / RENTALS/OPERATING LEASES
P64R1774	**CALIFORNIA SCHOOL PERSONNEL**	**575.00**	575.00	0131140027 5210	BR/SCH ADM/SCH ADM / TRAVEL AND CONFERENC
P64A0237	**CALIFORNIA SPECIAL NEEDS LAW G**	**9,995.00**	9,995.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64T0644	**CANVA US INC.**	**359.50**	359.50	0120381110 5880	TITLE I - PARENTING / OTHER OPERATING EXPENSE
P64A0234	**CARE YOUTH CORPORATION**	**53,679.00**	40,504.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			13,175.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0243	**CARE YOUTH CORPORATION**	**53,679.00**	40,504.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			13,175.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0241	**CASE AND SONS CONSTRUCTION INC**	**1,138,700.00**	1,138,700.00	2721731185 6270	WE/BOND SERIES 2019 - MEAS H / MAIN BUILDING
P64C0114	**CDW GOVERNMENT INC.**	**1,594,984.48**	1,594,984.48	0108392310 4410	EIT/ESSER II/INSTR / EQUIPMENT - NON-CAPITALIZE
P64T0634	**CDW GOVERNMENT INC.**	**1,966.17**	117.86	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			1,848.31	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0660	**CDW GOVERNMENT INC.**	**6,837.49**	6,837.49	2561710185 4410	PO/DEVELOPER FEES/FAC ACQ / EQUIPMENT -
P64T0670	**CDW GOVERNMENT INC.**	**808.13**	808.13	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R1607	**CENTRAL SUSQUEHANNA**	**798.00**	798.00	0147361010 5210	HOPE/ESSA SCH IMPROV FUND(CSI) / TRAVEL AND
P64C0107	**CENTURY BANKCARD SERVICES INC**	**95.81**	95.81	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64S0091	**CERTIFIED ART SUPPLY**	**785.11**	785.11	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R1751	**CLAIM RETENTION SERVICES INC.**	**15,827.30**	15,827.30	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
P64R1660	**COMMERCIAL DOOR OF ANAHEIM INC**	**2,432.00**	2,432.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1697	**CORTEZ, ARMANDO**	**450.00**	450.00	0110177072 5230	RISK MANGEMENT/GENERAL ADMIN /
P64R1666	**COSCO FIRE PROTECTION INC**	**6,135.00**	795.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
			1,345.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			1,710.00	0142230081 5610	OXFORD/GENERAL/MO / REPAIRS/MAINT - O/S
			2,285.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
P64R1595	**CPR1 LLC**	**1,832.95**	129.18	0134000927 4320	WA/LCFF-CONCENTRATION/SCH ADM / OTHER
			1,703.77	0134000927 4410	WA/LCFF-CONCENTRATION/SCH ADM / EQUIPMENT
P64R1620	**CPR1 LLC**	**30,864.01**	728.61	0119137034 4320	SPECIAL EDUC/HEALTH SERVICES / OTHER

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P64R1620	***** CONTINUED *****				
			30,135.40	0119137034 4410	SPECIAL EDUC/HEALTH SERVICES / EQUIPMENT -
P64C0090	**CULVER NEWLIN**	**138,447.58**	69,428.43	2535710185 4310	DALE/DEV FEES/FAC ACQ / INSTRUCTIONAL MATL
			69,019.15	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64C0100	**CULVER NEWLIN**	**56,953.14**	27,830.75	2737731185 4310	SY/BOND SERIES 2019- MEAS H / INSTRUCTIONAL
			29,122.39	2737731185 4410	SY/BOND SERIES 2019- MEAS H / EQUIPMENT -
P64C0102	**CULVER NEWLIN**	**67,642.26**	29,177.07	2535710185 4310	DALE/DEV FEES/FAC ACQ / INSTRUCTIONAL MATL
			38,465.19	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64C0104	**CULVER NEWLIN**	**52,618.09**	21,720.30	2738731185 4310	BA/BOND SERIES 2019 - MEAS H / INSTRUCTIONAL
			30,897.79	2738731185 4410	BA/BOND SERIES 2019 - MEAS H / EQUIPMENT -
P64C0106	**CULVER NEWLIN**	**33,225.60**	16,102.38	0117914050 4320	IS/NOCRC COMMUNITY SCHOOL / OTHER
			17,123.22	0117914050 4410	IS/NOCRC COMMUNITY SCHOOL / EQUIPMENT -
P64R1531	**CULVER NEWLIN**	**1,253.69**	1,253.69	0128028010 4410	CY/ATHLET/INSTR / EQUIPMENT - NON-CAPITALIZE
P64R1765	**CUSTOMINK**	**1,217.58**	1,217.58	0127489510 4310	KE/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
P64R1611	**DAKTRONICS**	**725.00**	725.00	0120231081 5610	ANAHEIM/ELECTRIC/MO / REPAIRS/MAINT - O/S
P64R1526	**DAVE BANG ASSOCIATES INC**	**13,130.93**	13,130.93	0169230081 4410	TRIDENT/ GENERAL/ MO / EQUIPMENT -
P64R1579	**DAVID'S TREE SERVICE INC**	**29,044.88**	29,044.88	0124222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64R1736	**DB SERVICE CENTER LLC**	**1,934.11**	1,934.11	0110908050 4410	M&O/USE OF FAC/ATHLETIC / EQUIPMENT -
P64R1543	**DESIGNS BY KING**	**2,233.33**	2,233.33	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R1740	**DESIGNS BY MARINA**	**1,526.18**	1,526.18	0172172021 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
P64T0680	**DNS MADE EASY**	**884.85**	884.85	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R1577	**E.B. BRADLEY COMPANY**	**1,109.83**	1,109.83	0150230081 4410	ADMIN/GENERAL/MO / EQUIPMENT -
P64R1578	**EBERHARD EQUIPMENT**	**12,175.78**	12,175.78	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64R1678	**EBERHARD EQUIPMENT**	**16,471.65**	16,471.65	0111222081 6490	OPERATIONS - GROUNDS / EQUIPMENT - OTHER

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P64R1661	**ECONO FENCE INC**	**18,685.00**	18,685.00	0132232081 5610	OR/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
P64R1770	**ECONOMY RENTALS INC**	**48,121.15**	48,121.15	0100970081 6490	COMMUNITY SERVICE/MO / EQUIPMENT - OTHER
P64T0681	**EHOPPER SERVICES INC**	**2,376.00**	2,376.00	0119473010 5880	SYS/WORKABILITY/INSTR / OTHER OPERATING
P64T0679	**EPOWER NETWORK**	**4,961.45**	4,961.45	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
P64R1644	**EWING IRRIGATION PRODUCTS**	**1,145.23**	1,145.23	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
P64R1715	**EWING IRRIGATION PRODUCTS**	**3,797.44**	3,797.44	0122222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
P64R1758	**F.M. THOMAS AIR CONDITIONING I**	**2,960.00**	2,960.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
P64R1766	**FARMTEK**	**1,401.73**	1,401.73	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R1615	**FERGUSON ENTERPRISES INC**	**5,694.63**	5,694.63	0120239081 4410	ANAHEIM/PLUMB/MO / EQUIPMENT -
P64R1679	**FERGUSON ENTERPRISES INC**	**817.82**	817.82	0121235081 4410	WESTERN/HVAC/MO / EQUIPMENT -
P64R1723	**FIX 4 LESS GOLF CARS**	**8,620.00**	8,620.00	0140000081 4410	SOUTH/MO / EQUIPMENT - NON-CAPITALIZED
P64C0093	**FLEET SERVICES INC**	**827.20**	827.20	0109620037 4410	FOOD SVC/GRADES 7-12/FOOD SVC / EQUIPMENT -
P64R1571	**FLINN SCIENTIFIC INC**	**1,724.51**	1,724.51	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
P64R1597	**FLINN SCIENTIFIC INC**	**9,152.85**	9,152.85	0161000910 4310	PO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
P64R1576	**FRED J MILLER INC**	**1,292.38**	1,292.38	0123007010 4310	SA/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64C0098	**FRONTLINE GROUP LLC**	**5,601.16**	5,601.16	0100392040 4320	ESSER-CARES ACT/ANCIL / OTHER OFFICE/MISC
P64R1602	**GAMA CONTRACTING SERVICES**	**2,720.00**	2,720.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1734	**GAMA CONTRACTING SERVICES**	**8,800.00**	8,800.00	0122240081 5610	MA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1698	**GARCIA, CARLOS**	**450.00**	450.00	0110177072 5230	RISK MANGEMENT/GENERAL ADMIN /
P64S0090	**GENERAL INDUSTRIAL TOOL AND SU**	**2,464.98**	2,464.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0650	**GENERATION GENIUS INC**	**125.00**	125.00	0144272511 5880	LEXINGTON/AUTISM/SE SEP CL/SEV / OTHER
P64R1769	**GIANNELLI ELECTRIC INC.**	**3,689.00**	3,689.00	2738731185 6274	BA/BOND SERIES 2019 - MEAS H / CONSTRUCTION -
P64T0674	**GIMKIT INC.**	**650.00**	650.00	0140381010 5880	SOUTH/ECIA1/INSTR / OTHER OPERATING EXPENSE

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P64R1530	**GLASBY MAINTENANCE SUPPLY CO.**	**4,741.00**	4,741.00	0137000081 4347	SY/MO / OPERATIONS SUPPLIES - MISC
P64R1662	**GLASBY MAINTENANCE SUPPLY CO.**	**5,289.92**	163.95	0127000081 4347	KE/MO / OPERATIONS SUPPLIES - MISC
			5,125.97	0127000081 4410	KE/MO / EQUIPMENT - NON-CAPITALIZED
P64R1663	**GLASBY MAINTENANCE SUPPLY CO.**	**753.71**	753.71	0135000081 4347	DALE/MO / OPERATIONS SUPPLIES - MISC
P64R1732	**GOLDEN STATE PAVING CO INC**	**56,046.00**	56,046.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1510	**GOPHER SPORTS EQUIPMENT**	**5,422.92**	4,054.79	0122385010 4310	MA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			1,368.13	0122385010 4410	MA/TITLE IV/INSTR / EQUIPMENT -
P64R1511	**GOPHER SPORTS EQUIPMENT**	**4,485.30**	2,546.77	0135054040 4310	DALE/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
			1,938.53	0135054040 4410	DALE/AFTSCHL/ANCIL / EQUIPMENT -
P64R1692	**GORM INC**	**79.52**	79.52	0128028081 4347	CY/ATHLET/INSTR / OPERATIONS SUPPLIES - MISC
P64R1525	**GREAT SCOTT TREE SERVICE INC**	**4,200.00**	4,200.00	0121222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64C0087	**H AND H AUTO PARTS WHOLESALE**	**965.40**	965.40	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT / EQUIPMENT
P64R1542	**HARBOR TRUCK BODIES INC**	**47,418.23**	47,418.23	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER
P64R1767	**HAULAWAY STORAGE CONTAINERS IN**	**390.00**	390.00	2738731185 6274	BA/BOND SERIES 2019 - MEAS H / CONSTRUCTION -
P64R1612	**HCI SYSTEMS INC**	**1,031.50**	1,031.50	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64A0245	**HEALTH SCIENCE ASSOCIATES**	**25,000.00**	25,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
P64R1757	**HEAT TRANSFER SOLUTIONS INC**	**7,290.00**	7,290.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
P64R1599	**HENRY SCHEIN INC.**	**5,426.02**	5,426.02	0100392081 4410	ESSER-CARES ACT/M & O / EQUIPMENT -
P64A0249	**HERNANDEZ CONSULTING SERVICES**	**80,000.00**	80,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
P64T0685	**HIGH SCHOOL ESPORTS LEAGUE INC**	**1,200.00**	1,200.00	0131361010 5880	BR/ESSA SCH IMPROV FUND (CSI) / OTHER
P64R1640	**HOLLYWOOD SOUND SYSTEMS INC**	**40,023.00**	40,023.00	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING
P64R1600	**HOUGHTON MIFFLIN COMPANY**	**1,372,565.83**	1,372,565.83	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
P64S0088	**IMAGE APPAREL FOR BUSINESS**	**1,202.63**	1,202.63	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES

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P64T0659	**INSIGHT PUBLIC SECTOR INC**	**1,661.85**	1,661.85	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64R1554	**J AND A FENCE**	**1,480.00**	1,480.00	2561710185 6274	PO/DEVELOPER FEES/FAC ACQ / CONSTRUCTION -
P64R1652	**J E HALLIDAY SALES INC**	**1,231.61**	1,231.61	0118118072 4410	GRAPHICS/GENL ADM / EQUIPMENT -
P64R1743	**J.W. PEPPER AND SON INC.**	**6.36**	6.36	0153385010 4310	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL MATL
P64X0397	**J.W. PEPPER AND SON INC.**	**800.00**	800.00	0125007010 4310	KA/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64T0624	**JAMECO ELECTRONICS**	**824.57**	824.57	0138385010 4310	BA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
P64R1619	**JART DIRECT MAIL SERVICE**	**502.48**	502.48	0163000910 5610	ED/LCFF-CONCENTRATION/INSTR / REPAIRS/MAINT
P64C0115	**JM AND J CONTRACTORS**	**1,500.00**	1,500.00	0147230081 5610	HOPE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
P64R1524	**JM AND J CONTRACTORS**	**2,300.00**	900.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			1,400.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1517	**JUNIOR LIBRARY GUILD**	**2,535.03**	2,535.03	0140381010 4210	SOUTH/ECIA1/INSTR / BOOKS AND REFERENCE
P64R1686	**KYA SERVICES**	**2,392.71**	2,392.71	0125233081 5610	KA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64R1718	**KYA SERVICES**	**1,482.99**	1,482.99	0110233081 4355	MAINTENANCE/FLOOR/MO / MAINTENANCE
P64A0242	**LETNER ROOFING**	**184,700.00**	184,700.00	0169241081 5610	TRIDENT/ROOFING/M&O / REPAIRS/MAINT - O/S
P64T0655	**LITTLE FOX ONLINE**	**96.98**	96.98	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64R1590	**LONE STAR PERCUSSION**	**1,554.59**	1,554.59	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R1690	**LOWES**	**2,794.95**	2,794.95	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
P64A0251	**MACIAS, MICHELLE S**	**2,000.00**	2,000.00	0117000921 5810	IS/SUPPLEMENTAL & CONCENTRATED /
P64R1277	**MACKIN LIBRARY MEDIA**	**380.09**	380.09	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
P64R1680	**MACKIN LIBRARY MEDIA**	**2,591.95**	2,591.95	0128000024 4210	CY /L M T / BOOKS AND REFERENCE MATERIAL
P64R1681	**MACKIN LIBRARY MEDIA**	**66.19**	66.19	0131272511 4210	BR/AUTISM/INSTR / BOOKS AND REFERENCE
P64C0101	**MANHATTAN STITCHING INC**	**3,619.98**	3,619.98	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
P64R1558	**MANHATTAN STITCHING INC**	**23,212.04**	23,212.04	0115394710 4320	ED/LEARN LOSS MI-PROP 98(LCFF) / OTHER

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P64R1700	**MANHATTAN STITCHING INC**	**862.01**	862.01	0117117021 4320	INSTR SRVS/SUPV INST / OTHER OFFICE/MISC
P64R1536	**MARKERBOARD PEOPLE, THE**	**629.26**	629.26	0128011010 4310	CY/WORLD LNG/INSTR / INSTRUCTIONAL MATL &
P64R1712	**MAYDWELL MASCOTS INC**	**6,168.50**	6,168.50	0121140027 6490	WESTERN/SCH ADM/SCH ADM / EQUIPMENT - OTHE
P64R1541	**MC COY MILLS FORD**	**87,285.08**	87,285.08	0111220081 6490	OPERATIONS - GENERAL / EQUIPMENT - OTHER
P64R1658	**MC COY MILLS FORD**	**1,408.86**	1,408.86	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64R1550	**MC GRAW HILL EDUCATION INC.**	**2,670,995.02**	2,670,995.02	0153116010 4150	SP/TEXTBOOKS/INST MATL/INSTR / TEXTS - STATE
P64R1516	**MCLAUGHLIN RIBBON AWARDS INC**	**337.48**	337.48	0163000910 4310	ED/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
P64R1509	**MEDCO SPORTS MEDICINE**	**213.61**	213.61	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R1748	**MEDCO SPORTS MEDICINE**	**303.17**	303.17	0128595010 4310	CY/SHORT STAY VISITS/INSTR / INSTRUCTIONAL
P64R1605	**MULTI HEALTH SYSTEMS INC**	**97,393.24**	97,393.24	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
P64R1604	**MUSIC AND ARTS CENTER**	**1,794.99**	1,794.99	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R1753	**MUSIC AND ARTS CENTER**	**95.47**	68.74	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			26.73	0121008010 4310	WESTERN/VOC MUSIC/INSTR / INSTRUCTIONAL
P64R1589	**MYRIAD SENSORS INC.**	**351.30**	351.30	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
P64T0626	**N2Y LLC**	**14,180.00**	14,180.00	0119473010 5880	SYS/WORKABILITY/INSTR / OTHER OPERATING
P64R1656	**NASCO**	**291.83**	291.83	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R1515	**NCS PEARSON INC.**	**1,245.59**	1,245.59	0119283019 4310	SYS/SE OTHER / INSTRUCTIONAL MATL & SUPPLIES
P64R1649	**NCS PEARSON INC.**	**99,249.85**	99,249.85	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
P64A0235	**NEURO-EDUCATIONAL CLINIC**	**7,500.00**	7,500.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
P64R1633	**NEWEGG BUSINESS INC**	**1,617.84**	1,617.84	0124381110 4310	LO/TITLE I/PARENTING / INSTRUCTIONAL MATL &
P64R1702	**NEWEGG BUSINESS INC**	**1,178.62**	1,178.62	0168489510 4310	GI/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
P64R1722	**NEWEGG BUSINESS INC**	**592.51**	592.51	0131261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
P64T0623	**NEWEGG BUSINESS INC**	**4,052.92**	4,052.92	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTION/

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P64T0631	**NEWEGG BUSINESS INC**	**991.19**	991.19	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0637	**NEWEGG BUSINESS INC**	**263.91**	263.91	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0658	**NEWEGG BUSINESS INC**	**315.91**	315.91	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64T0678	**NEWEGG BUSINESS INC**	**258.17**	258.17	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64T0682	**NEWEGG BUSINESS INC**	**98.71**	98.71	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0638	**NEWSELA**	**8,800.00**	8,800.00	0132381010 5880	OR/ECIA1/INSTR / OTHER OPERATING EXPENSES
P64R1559	**NIMCO**	**1,129.57**	1,129.57	0168489510 4310	GI/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
P64R1561	**NIMCO**	**6,585.49**	6,585.49	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
P64R1567	**NORTH ORANGE COUNTY ROP**	**84.08**	84.08	0117901010 5805	LOCAL GRANTS / INSTRUCTIONAL PROF
P64R1546	**NOWLIN FENCE INC**	**1,600.00**	1,600.00	0127000010 4410	KE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64R1593	**OC CUSTOM VINYL GRAPHICS AND S**	**8,373.85**	8,373.85	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R1570	**OCDE**	**150.00**	150.00	0117000910 5210	INST SVR/LCFF/INSTR / TRAVEL AND CONFERENCE
P64R1569	**OFFICE DEPOT**	**560.61**	560.61	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64R1627	**OFFICE DEPOT**	**78.42**	78.42	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R1682	**OFFICE DEPOT**	**1,084.37**	351.68	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
			732.69	0140140027 4410	SOUTH/SCH ADM/SCH ADM / EQUIPMENT -
P64R1742	**OFFICE DEPOT**	**1,551.41**	1,551.41	0117117021 4320	INSTR SRVS/SUPV INST / OTHER OFFICE/MISC
P64R1762	**OFFICE DEPOT**	**2,230.23**	2,230.23	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTION/
P64R1638	**ORANGE COUNTY FIRE PROTECTION**	**14,000.00**	14,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64R1688	**ORANGE COUNTY TRANSIT AUTHORIT**	**1,146.11**	1,146.11	0117909540 5880	ED/SUMMER INTERNSHIP-AIM/ANCIL / OTHER
P64R1544	**ORRAVAN MECHANICAL**	**6,800.00**	6,800.00	0127235081 5610	KE/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
P64R1771	**ORRAVAN MECHANICAL**	**29,911.25**	29,911.25	0128235081 5610	CY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
P64R1672	**PAPE MATERIAL HANDLING INC**	**7,219.25**	7,219.25	0135000081 6490	DALE/MO / EQUIPMENT - OTHER

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P64R1592	**PARTY CITY**	**822.40**	822.40	0132595027 4320	OR/SHORT STAY VISIT PROG FEE / OTHER
P64T0619	**PATHWAY COMMUNICATIONS LTD**	**4,919.47**	4,919.47	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64T0620	**PATHWAY COMMUNICATIONS LTD**	**12,682.39**	12,682.39	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64X0396	**PAXTON PATTERSON**	**200.00**	200.00	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R1538	**PEACOCKS MARCHING WORLD**	**601.46**	601.46	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R1613	**PERSEUS ASSOCIATES TRANSTRAKS**	**280.00**	280.00	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
P64R1617	**PITNEY BOWES INC**	**10,031.99**	7,222.31	0114114072 4410	WAREHOUSE/GENL ADM / EQUIPMENT -
			2,809.68	0114114072 5620	WAREHOUSE/GENL ADM / RENTALS/OPERATING
P64R1591	**PITSCO INC.**	**276.71**	276.71	0128030010 4310	CYPRESS/BIOLOGY/INSTRUCTIONAL /
P64R1549	**POSITIVE PROMOTIONS INC**	**1,555.33**	1,555.33	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
P64R1668	**POSITIVE PROMOTIONS INC**	**1,302.31**	1,302.31	0131489510 4310	BR/TUPE-COHORTJ-TIER 2/INSTR / INSTRUCTIONAL
P64R1553	**PREVENTION PARTNERS**	**181.30**	181.30	0131489510 4310	BR/TUPE-COHORTJ-TIER 2/INSTR / INSTRUCTIONAL
P64R1629	**PREVENTION PARTNERS**	**326.11**	326.11	0161489510 4310	PO/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
P64R1616	**PRO ED INC.**	**24,868.26**	24,868.26	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
P64R1601	**PROTEC**	**19,316.34**	19,316.34	0106392081 4347	BUSINESS/ESSER-CARES ACT/M&O / OPERATIONS
P64R1622	**PSYCHOLOGICAL ASSESSMENT RESOU**	**40,551.32**	40,551.32	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
P64R1636	**PURPLEPASS**	**2,993.12**	420.00	0115392372 4320	ED/ESSER II-CRRSA ACT/ADMIN / OTHER
			2,573.12	0115392372 5880	ED/ESSER II-CRRSA ACT/ADMIN / OTHER OPERATIN
P64R1731	**QUALITY ENVIRONMENTAL INC**	**94,105.60**	82,905.60	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			11,200.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1545	**QUICK CRETE PRODUCTS CORP**	**3,318.70**	3,318.70	2623731185 4410	SA/BOND SERIES 2018 - MEAS H / EQUIPMENT -
P64T0663	**RABBIT LASER USA LLC**	**27,256.23**	27,256.23	0127393010 6490	KE/VEA-2B/INSTR / EQUIPMENT - OTHER
P64R1648	**REAL INSPIRATION INC.**	**2,600.00**	2,600.00	0138000910 5880	BA/LCFF-CONCENTRATION/INSTR / OTHER

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P64R1707	**REALVOLLEYBALL.COM**	**2,750.26**	2,750.26	0127028010 4310	KE/ATHLET/INSTR / INSTRUCTIONAL MATL &
P64R1519	**REHABMART LLC**	**309.59**	309.59	0135256011 4310	ORTHO/SE SEP CL/SEV / INSTRUCTIONAL MATL &
P64R1608	**RIVERSIDE INSIGHTS**	**33,638.19**	33,638.19	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
P64C0108	**RJ ALLEN**	**6,975.00**	6,975.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1708	**ROGER DUNN GOLF SHOPS**	**2,258.89**	2,258.89	0127028010 4310	KE/ATHLET/INSTR / INSTRUCTIONAL MATL &
P64R1580	**ROSEBURROUGH TOOL CO. INC**	**4,831.80**	4,831.80	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
P64R1623	**S AND S WORLDWIDE DISCOUNT SPO**	**166.98**	166.98	0138489510 4310	BA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
P64R1653	**S AND S WORLDWIDE DISCOUNT SPO**	**498.82**	498.82	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64R1684	**SCHOOL HEALTH CORPORATION**	**115.11**	115.11	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
P64R1773	**SCHOOL HEALTH CORPORATION**	**330.55**	330.55	0123028034 4320	SAVANNA/ATHLETICS/HEALTH / OTHER OFFICE/MI
P64R1694	**SCHOOL OUTFITTERS**	**9,970.89**	9,970.89	0127000010 4410	KE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64R1699	**SCHOOL OUTFITTERS**	**747.54**	747.54	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
P64R1512	**SCHOOL SAVERS**	**11,124.12**	11,124.12	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL MAT
P64R1523	**SCHOOL SPECIALTY INC**	**866.48**	866.48	0138385010 4310	BA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
P64R1632	**SCHOOL SPECIALTY INC**	**304.27**	304.27	0124381110 4310	LO/TITLE I/PARENTING / INSTRUCTIONAL MATL &
P64R1725	**SCHOOL SPECIALTY INC**	**1,948.66**	1,948.66	0151159540 4320	AUHSD FOUNDATION A/R / OTHER OFFICE/MISC
P64S0086	**SCHOOL SPECIALTY INC**	**1,127.17**	1,127.17	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64A0250	**SECUREDOCS INC**	**4,800.00**	4,800.00	0108394710 5880	EIT/LEARN LOSS MIT-PROP98(LCFF / OTHER
P64C0103	**SEHI COMPUTER PRODUCTS INC**	**5,640.00**	5,640.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64T0617	**SEHI COMPUTER PRODUCTS INC**	**44,677.47**	2,402.83	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			42,274.64	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0625	**SEHI COMPUTER PRODUCTS INC**	**1,810,872.32**	1,810,872.32	0108392010 4310	EIT/ESSER-CARES ACT/INSTR / INSTRUCTIONAL
P64T0627	**SEHI COMPUTER PRODUCTS INC**	**130,461.38**	98,894.25	0119392710 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA

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P64T0627	***** CONTINUED *****				
			31,567.13	0119392710 4410	SYS/LEARN LOSS MIT-GEER (SWD) / EQUIPMENT -
P64T0630	**SEHI COMPUTER PRODUCTS INC**	**16,764.70**	11,852.50	0117914050 4320	IS/NOCRC COMMUNITY SCHOOL / OTHER
			4,912.20	0117914050 4410	IS/NOCRC COMMUNITY SCHOOL / EQUIPMENT -
P64T0636	**SEHI COMPUTER PRODUCTS INC**	**1,260.68**	1,260.68	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
P64T0639	**SEHI COMPUTER PRODUCTS INC**	**1,106.77**	1,106.77	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0642	**SEHI COMPUTER PRODUCTS INC**	**2,788,251.18**	2,788,251.18	0108392310 4410	EIT/ESSER II/INSTR / EQUIPMENT - NON-CAPITALIZE
P64T0643	**SEHI COMPUTER PRODUCTS INC**	**57,091.56**	57,091.56	0108392010 6490	EIT/ESSER-CARES ACT/INSTR / EQUIPMENT - OTHER
P64T0645	**SEHI COMPUTER PRODUCTS INC**	**592.24**	592.24	0124381110 4410	LO/TITLE I/PARENTING / EQUIPMENT -
P64T0651	**SEHI COMPUTER PRODUCTS INC**	**24,625.40**	24,625.40	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64T0652	**SEHI COMPUTER PRODUCTS INC**	**15,091.19**	1,564.53	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			13,526.66	0137000910 4410	SY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0656	**SEHI COMPUTER PRODUCTS INC**	**73,084.00**	62,000.00	0115392310 4410	ED/ESSER II-CRRSA ACT/INSTR / EQUIPMENT -
			11,084.00	0117750610 4410	IS/CTE/INSTR / EQUIPMENT - NON-CAPITALIZED
P64T0675	**SEHI COMPUTER PRODUCTS INC**	**885.32**	885.32	0100970000 4410	COMMUNITY SERVICE/NA / EQUIPMENT -
P64T0676	**SEHI COMPUTER PRODUCTS INC**	**7,725.32**	7,725.32	0108392377 4320	EIT/ESSER II/DATA PROCESSING / OTHER
P64T0677	**SEHI COMPUTER PRODUCTS INC**	**4,590.15**	4,590.15	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
P64T0683	**SEHI COMPUTER PRODUCTS INC**	**2,973.90**	2,973.90	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTION/
P64T0687	**SEHI COMPUTER PRODUCTS INC**	**1,158.12**	1,158.12	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0688	**SEHI COMPUTER PRODUCTS INC**	**961.13**	530.13	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			431.00	0135381110 4410	DA/TITLE I - PARENTING / EQUIPMENT -
P64T0693	**SEHI COMPUTER PRODUCTS INC**	**24,459.26**	7,283.90	2535710185 6413	DALE/DEV FEES/FAC ACQ / TECHNOLOGY -
			9,104.88	2737731185 6413	SY/BOND SERIES 2019- MEAS H / TECHNOLOGY -
			8,070.48	2738731185 6413	BA/BOND SERIES 2019 - MEAS H / TECHNOLOGY -

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P64R1711	**SHERMAN GARNETT & ASSOCIATES**	**117.71**	117.71	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
P64R1585	**SHIPPING CONTAINER DEPOT**	**4,179.00**	4,179.00	0168000010 4410	GI SOUTH/INSTR / EQUIPMENT - NON-CAPITALIZED
P64C0096	**SIGLER INC., RUSSELL**	**700.19**	700.19	0128235081 4410	CY/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
P64C0099	**SIGLER INC., RUSSELL**	**772.08**	772.08	0144235081 4410	LEX/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
P64C0111	**SIGLER INC., RUSSELL**	**2,853.22**	2,853.22	0134235081 4410	WA/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
P64R1551	**SIGNATURE PARTY RENTALS**	**8,083.14**	8,083.14	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING
P64R1610	**SKAGGS CONCRETE CUTTING INC.**	**3,425.00**	3,425.00	0113113085 6270	TRANS/FAC. ACQ. & CONSTR / MAIN BUILDING
P64R1739	**SKILLSUSA CALIFORNIA**	**250.00**	250.00	0115102210 5210	ED/INNOVATION GRANTS/INSTR / TRAVEL AND
P64T0669	**SNO SITES**	**350.00**	350.00	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
P64R1768	**SOCAL FLOW TESTING**	**340.00**	340.00	2722731185 6276	MA/BOND SERIES 2019 - MEAS H / INTERIM HOUSIN
P64R1565	**SOCALGRAD**	**673.44**	673.44	0163379010 4320	TITLE IIIA / LIMITED ENG PROF / OTHER OFFICE/MIS
P64R1539	**SOCIAL STUDIES SCHOOL SERVICE**	**334.88**	334.88	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
P64R1603	**SOCIAL STUDIES SCHOOL SERVICE**	**78.93**	78.93	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
P64T0621	**SOCIAL STUDIES SCHOOL SERVICE**	**43.05**	43.05	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
P64X0398	**SOFTCHOICE CORPORATION**	**3,500.00**	3,500.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R1727	**SOS SURVIVAL PRODUCTS**	**2,093.76**	2,093.76	0151159540 4320	AUHSD FOUNDATION A/R / OTHER OFFICE/MISC
P64R1754	**SOS SURVIVAL PRODUCTS**	**1,342.53**	1,342.53	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R1756	**SOS SURVIVAL PRODUCTS**	**113.87**	113.87	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R1641	**SOUTH COAST AIR QUALITY**	**275.26**	137.63	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
			137.63	0128230081 5880	CY/GENERAL/MO / OTHER OPERATING EXPENSES
P64R1689	**SOUTHEAST LOCK SUPPLY LLC**	**1,131.38**	1,131.38	0122027010 4310	MA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
P64R1588	**SOUTHERN CALIFORNIA A.P. INC.**	**565.69**	565.69	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
P64R1562	**SOUTHWEST BOULDER AND STONE IN**	**2,113.10**	2,113.10	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTION/

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P64R1634	**SOUTHWEST SCHOOL AND OFFICE SU**	**51.72**	51.72	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64R1724	**SOUTHWEST SCHOOL AND OFFICE SU**	**18,596.62**	18,596.62	0151159540 4320	AUHSD FOUNDATION A/R / OTHER OFFICE/MISC
P64S0087	**SOUTHWEST SCHOOL AND OFFICE SU**	**1,504.94**	1,504.94	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64S0092	**SOUTHWEST SCHOOL AND OFFICE SU**	**318.08**	318.08	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R1710	**SPICERS PAPER INC**	**18,742.04**	18,742.04	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
P64R1535	**SPORTS FACILITIES GROUP INC**	**40,478.48**	40,478.48	0120000010 6490	ANAHEIM/INSTR / EQUIPMENT - OTHER
P64R1534	**SPORTS FIELD SERVICES**	**2,200.00**	2,200.00	0127222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64R1667	**SPORTS FIELD SERVICES**	**9,800.00**	9,800.00	0127222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64R1709	**SPORTS UNLIMITED**	**377.13**	377.13	0127028010 4310	KE/ATHLET/INSTR / INSTRUCTIONAL MATL &
P64T0646	**SPOTIFY USA INC.**	**488.00**	488.00	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0647	**SPOTIFY USA INC.**	**895.40**	895.40	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R1639	**STAGE TECH**	**4,682.00**	4,682.00	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING
P64R1537	**STANBURY UNIFORMS**	**3,213.11**	3,213.11	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R1499	**STAPLES ADVANTAGE**	**2,850.37**	1,989.45	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			860.92	0168000910 4410	GI/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64R1500	**STAPLES ADVANTAGE**	**1,032.76**	1,032.76	0135252011 4310	DA/MILD MODERATE/SE SEP CL/NSE /
P64R1501	**STAPLES ADVANTAGE**	**1,129.60**	1,129.60	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R1502	**STAPLES ADVANTAGE**	**1,414.52**	1,414.52	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
P64R1522	**STAPLES ADVANTAGE**	**593.50**	593.50	0128037010 4310	CY/SOC SCI/INSTR / INSTRUCTIONAL MATL &
P64R1548	**STAPLES ADVANTAGE**	**776.95**	776.95	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
P64R1582	**STAPLES ADVANTAGE**	**820.77**	820.77	0128024010 4310	CY/MATH/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64R1583	**STAPLES ADVANTAGE**	**332.90**	332.90	0128257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64R1586	**STAPLES ADVANTAGE**	**65.55**	65.55	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES

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P64R1587	**STAPLES ADVANTAGE**	**1,011.73**	290.89	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
			720.84	0144140027 4410	LEX/SCH ADM/SCH ADM / EQUIPMENT -
P64R1594	**STAPLES ADVANTAGE**	**413.75**	413.75	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
P64R1596	**STAPLES ADVANTAGE**	**702.74**	702.74	0132000910 4410	OR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64R1626	**STAPLES ADVANTAGE**	**484.88**	484.88	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R1630	**STAPLES ADVANTAGE**	**628.60**	84.86	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL MAT
			543.74	0124381110 4310	LO/TITLE I/PARENTING / INSTRUCTIONAL MATL &
P64R1755	**STAPLES ADVANTAGE**	**86.16**	86.16	0117117021 4320	INSTR SRVS/SUPV INST / OTHER OFFICE/MISC
P64R1763	**STAPLES ADVANTAGE**	**2,357.91**	2,357.91	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTION/
P64S0093	**STAPLES ADVANTAGE**	**1,143.01**	1,143.01	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0667	**STAPLES ADVANTAGE**	**123.78**	123.78	0132140027 4320	OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64T0672	**STAPLES ADVANTAGE**	**114.00**	114.00	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R1560	**SUN PAC STORAGE CONTAINERS INC**	**2,805.00**	2,805.00	2622731185 6274	MA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64C0112	**SUNBELT RENTALS INC.**	**710.62**	710.62	0148220081 5620	OPERATIONS - GENERAL / RENTALS/OPERATING
P64A0246	**TAO ROSSINI A PROFESSIONAL**	**20,000.00**	20,000.00	0106106072 5821	BUSINESS/GENL ADM / LEGAL FEES
P64R1598	**TEAM FITZ GRAPHICS**	**1,396.88**	1,396.88	0132000910 4410	OR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0684	**TELESTREAM LLC**	**199.00**	199.00	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
P64A0252	**THE NAZERIAN GROUP**	**4,844,123.00**	4,844,123.00	2722731185 6270	MA/BOND SERIES 2019 - MEAS H / MAIN BUILDING
P64T0671	**THERAPIST AID LLC**	**75.00**	75.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64R1556	**TMP SERVICES INC**	**73,826.40**	73,826.40	2522710185 6216	MA/DEV FEES/ACQ / BUILDING IMPROVEMENTS
P64R1772	**TREE OF LIFE NURSERY**	**101.93**	101.93	0131361010 4310	BR/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAI
P64T0648	**TROXELL COMMUNICATIONS INC**	**5,460.89**	5,225.76	0131361010 4310	BR/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAI
			235.13	0131361010 6490	BR/ESSA SCH IMPROV FUND (CSI) / EQUIPMENT -

ANAHEIM UHSD

EXHIBIT PP

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/17/2021 **FROM 04/27/2021 TO 06/07/2021**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64T0690	**TROXELL COMMUNICATIONS INC**	**52,288.56**	52,288.56	0122028010 6490	MA/ATHLET/INSTR / EQUIPMENT - OTHER
P64C0091	**TRUCK PRO PTO SALES CORPORATIO**	**980.51**	980.51	0179113536 4410	GARAGE/TRANS-SP ED/TRANSP / EQUIPMENT -
P64R1730	**TRUELINE CONSTRUCTION AND SURF**	**45,855.00**	45,855.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
P64R1375	**TUTTLE PUBLISHING**	**1,865.94**	1,865.94	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND
P64R1695	**U S BANK**	**900.00**	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
P64R1647	**U.S. GREEN BUILDING COUNCIL**	**85.00**	85.00	0110230081 5210	MAINTENANCE/MO / TRAVEL AND CONFERENCE
P64R1693	**UC REGENTS**	**10,000.00**	10,000.00	0117750110 5805	IS/DISTRICT PD/INSTR / INSTRUCTIONAL PROF
P64R1691	**UCI REGENTS**	**13,743.00**	13,743.00	0117750910 5805	IS/FILM ACADEMY/INSTR / INSTRUCTIONAL PROF
P64R1646	**UCLA EXTENSION**	**775.00**	775.00	0125381010 5210	KA/ECIA1/INSTR / TRAVEL AND CONFERENCE
P64R1657	**ULINE**	**1,527.62**	1,527.62	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R1669	**ULINE**	**449.69**	449.69	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R1670	**ULINE**	**159.86**	159.86	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R1671	**ULINE**	**487.03**	487.03	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R1687	**ULINE**	**999.82**	999.82	2535710185 6274	DALE/DEV FEES/FAC ACQ / CONSTRUCTION - OTHER
P64R1713	**ULINE**	**604.15**	604.15	0132381127 4320	TITLE I PARENTING / OTHER OFFICE/MISC SUPPLIES
P64R1705	**UNITED VOLLEYBALL SUPPLY LLC**	**2,025.62**	2,025.62	0127028010 4310	KE/ATHLET/INSTR / INSTRUCTIONAL MATL &
P64R1552	**US GAMES**	**2,918.31**	2,918.31	0132054040 4310	OR/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
P64R1557	**US GAMES**	**1,180.94**	1,180.94	0132054040 4310	OR/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
P64R1726	**VISION COMMUNICATIONS CO.**	**51,003.47**	51,003.47	0115392310 4410	ED/ESSER II-CRRSA ACT/INSTR / EQUIPMENT -
P64X0399	**VISTA PAINT CORPORATION**	**80,353.00**	80,353.00	0110237081 4355	MAINTENANCE/PAINT/MO / MAINTENANCE SUPPLI
P64R1703	**WEISSMAN'S DESIGNS FOR DANCE**	**2,092.76**	2,092.76	0128595010 4310	CY/SHORT STAY VISITS/INSTR / INSTRUCTIONAL
P64R1533	**WENGER CORP**	**20,726.93**	20,726.93	0125230081 6490	KA/GENERAL/MO / EQUIPMENT - OTHER
P64R1575	**WENGER CORP**	**19,089.61**	19,089.61	0100970050 6490	COMMUNITY SERVICE/COMM SERVICE / EQUIPMEN

ANAHEIM UHSD

EXHIBIT PP

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/17/2021 **FROM 04/27/2021 TO 06/07/2021**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64R1677	**WESTERN PSYCHOLOGICAL SERVICES**	**42,111.80**	42,111.80	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
P64T0618	**WINSOR LEARNING INC.**	**1,072.11**	1,072.11	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
P64T0662	**WRS GROUP LTD.**	**2,807.70**	2,807.70	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
P64R1614	**ZONAR SYSTEMS INC**	**31,788.24**	31,788.24	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN

Fund 01 Total:	**14,009,407.49**
Fund 25 Total:	**316,830.80**
Fund 26 Total:	**15,073.70**
Fund 27 Total:	**6,113,988.59**
Total Amount of Purchase Orders:	**20,455,300.58**

ANAHEIM UHSD

EXHIBIT QQ

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **06/17/2021**

FRO **04/27/2021** **TO** **06/07/2021**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
M64C0083	**HAULAWAY STORAGE CONTAINERS IN**	**13,047.60**	+383.60	0169230081 5620	TRIDENT/ GENERAL/ MO / RENTALS/OPERATING
N64A0098	**AMTEC**	**1,800.00**	+600.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
N64A0278	**FEDERAL TECHNOLOGY SOLUTIONS I**	**99,604.62**	+12,365.62	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64A0018	**LINCOLN LIFE ASSURANCE COMPANY**	**177,000.00**	+32,000.00	6900690060 5462	HEALTH AND WELF/ENTERP / INSURANCE - LIFE
P64A0027	**EIDE BAILLY LLP**	**135,228.55**	+31,300.00	0107107071 5820	ACCTG /AUDIT / AUDIT FEES
P64A0211	**BENEFIT AND RISK MANAGEMENT SE**	**441,740.00**	+225,000.00	6900690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE - HEALTH &
P64A0227	**DIAMOND RANCH ACADEMY INC**	**101,863.84**	+250.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64R0120	**WINGS AND THINGS**	**10,410.00**	+3,830.00	0121220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
			-3,130.00	0123220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
P64R0417	**INTERNATIONAL E Z UP INC**	**2,571.31**	+941.74	0117117021 4310	INSTR SRVS/SUPV INST / INSTRUCTIONAL MATL &
P64R0686	**SCHOOL SPECIALTY INC**	**147.69**	+14.94	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0800	**C TECH CONSTRUCTION INC.**	**7,093.03**	+2,102.55	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
P64R0847	**C TECH CONSTRUCTION INC.**	**4,974.43**	+1,060.23	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
			+924.48	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			+1,124.57	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0983	**ACTION DOOR REPAIR CORPORATION**	**16,608.00**	+1,620.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
P64R1064	**GOPHER SPORTS EQUIPMENT**	**10,587.70**	+659.82	0168000910 4410	GI/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64R1090	**C TECH CONSTRUCTION INC.**	**3,193.95**	+1,122.43	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R1283	**FOLLETT SCHOOL SOLUTIONS INC.**	**1,964.59**	+1,048.81	0122381010 4210	MA/ECIA1/INSTR / BOOKS AND REFERENCE MATERIA
P64R1299	**WEBCAST AND BEYOND**	**27,450.00**	+1,000.00	0172392572 5810	SS/LLM-CRF/GEN ADMIN / NON-INSTRUCTIONAL PRO
P64R1368	**SOCALGRAD**	**25,255.52**	+3,571.91	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R1384	**LAKESHORE LEARNING MATERIALS**	**379.69**	+26.93	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL
P64R1453	**NCS PEARSON INC.**	**16,424.54**	+678.66	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL

ANAHEIM UHSD

EXHIBIT QQ

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **06/17/2021**

FRO **04/27/2021** **TO** **06/07/2021**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64R1475	**SOCAL POWDERCOATING**	**2,200.00**	+1,000.00	0122028010 5610	MA/ATHLET/INSTR / REPAIRS/MAINT - O/S SERVICES
P64R1496	**B AND M LAWN AND GARDEN INC**	**7,060.91**	-2,729.74	0120000081 4410	ANAHEIM/MO / EQUIPMENT - NON-CAPITALIZED
			+2,496.13	0120222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
P64S0075	**HENRY SCHEIN INC.**	**3,740.79**	-33.39	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0368	**SEHI COMPUTER PRODUCTS INC**	**23,222.99**	-59.28	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
P64T0557	**PATHWAY COMMUNICATIONS LTD**	**1,812.53**	-110.81	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0573	**EIDIM AV TECHNOLOGY**	**797.30**	+58.25	0122140027 4410	MA/SCH ADM / EQUIPMENT - NON-CAPITALIZED
P64T0604	**ADORAMA**	**2,236.93**	-1,292.96	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64T0612	**APPLE INC**	**345,152.76**	-21,075.90	0108392010 4410	EIT/ESSER-CARES ACT/INSTR / EQUIPMENT -
P64X0036	**A 1 FENCE COMPANY**	**13,000.00**	+6,000.00	0110232081 4355	MAINTENANCE/FENCE/MO / MAINTENANCE SUPPLIES
P64X0045	**AGRI TURF DISTRIBUTING LLC**	**27,000.00**	+12,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64X0049	**AMERICAN TIME**	**30,000.00**	+15,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIES
P64X0050	**ARROW SERVICES INC**	**77,587.13**	+6,798.93	0111220081 5580	OPERATIONS - GENERAL / SANITATION
P64X0061	**REFRIGERATION SUPPLIES DIST.**	**95,000.00**	+15,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIES
P64X0066	**CALIFORNIA PLUMBING PARTS**	**55,000.00**	+5,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE SUPPLIE
P64X0067	**CALIFORNIA RETROFIT INC**	**30,000.00**	+7,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIES
P64X0078	**EBERHARD EQUIPMENT**	**11,000.00**	+1,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0080	**ECONOMY RENTALS INC**	**38,000.00**	+6,000.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING LEASES
P64X0109	**O'REILLY AUTO PARTS**	**35,000.00**	+15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64X0128	**POOL SUPPLY OF ORANGE COUNTY**	**71,000.00**	+16,000.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIES
P64X0143	**LETTER PERFECT SIGNS**	**11,500.00**	+1,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0199	**UNION AUTO SERVICE CENTER**	**47,500.00**	+3,500.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
P64X0205	**WALTERS WHOLESALE**	**23,000.00**	+8,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIES

ANAHEIM UHSD

EXHIBIT QQ

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **06/17/2021**

FRO **04/27/2021** **TO** **06/07/2021**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64X0231	**GLENN, JERRY**	**5,568.00**	+68.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
P64X0232	**HAUGEN, CRAIG**	**5,575.00**	+75.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
P64X0233	**LARNER, JOHN**	**8,100.00**	+100.00	0100000072 3702	GEN FUND/GENL ADM / RETIREE
P64X0234	**MONTENEGRO, ROBERT**	**9,310.00**	+1,310.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
P64X0235	**SHELTON, MIKE**	**8,100.00**	+100.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
P64X0236	**STEINLE, CHARLES**	**5,570.00**	+70.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE
P64X0246	**MICRO CONNECTORS INC.**	**2,470.00**	+470.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
P64X0260	**IMAGE SOURCE**	**28,000.00**	+8,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC SUPPLIE
P64X0283	**LAGUNA CLAY CO.**	**1,400.75**	+323.25	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64X0293	**U S BANK**	**200,000.00**	+25,000.00	0112112072 5210	PURCHASING/GENL ADM / TRAVEL AND CONFERENC
P64X0298	**MORSCO SUPPLY LLC**	**17,000.00**	+6,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0303	**PLUMBING AND INDUSTRIAL SUPPLY**	**5,000.00**	+2,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE SUPPLIE
P64X0326	**FARMERS AND MERCHANTS BANK**	**158,000.00**	+63,000.00	0100000072 5880	GEN FUND/GENL ADM / OTHER OPERATING EXPENSE
P64X0360	**COMPREHENSIVE DRUG TESTING INC**	**12,000.00**	+3,000.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL PROF
P64X0375	**SOCALGRAD**	**5,000.00**	+2,500.00	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64X0385	**LOARA ASB**	**11,000.00**	+4,000.00	0124028040 5810	LOARA/ATHLET/ANCILLARY / NON-INSTRUCTIONAL

Fund 01 Total: **273,563.77**

Fund 69 Total: **257,000.00**

Total Amount of Change Orders: **530,563.77**

EXHIBIT RR

VENDOR CHECK REGISTER
April 27, 2021 Through June 07, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
5 DOLLAR SCHOOL TEES	V6412142	4310	1243	00169812
5 STAR STUDENTS LLC	V6411963	5880	362.5	00169424
A 1 FENCE COMPANY	V6408537	4355	772.41	00169450
			2280.72	00169993
A ALVARADO PAINTING	V6406348	5610	2400	00169451
			3850	00170150
A AND C URGENT CARE	V6412935	5810	385	00169730
A LINE INC	V6409724	5610	472.5	00169452
			1072.5	00170151
A U H S D FOOD SERVICE DEPT	V6400023	4390	67.34	00169362
A Z BUS SALES INC.	V6400025	4376	146.41	00169676
		4385	168.71	00169561
			410.52	00169676
A1 TRANSMISSION SERVICE	V6400030	4376	257.83	00169562
		5610	950	00169562
AAA ELECTRIC MOTOR SALES	V6400033	4355	70.04	00169382
			452.2	00169677
			137.17	00169699
		5610	1366.4	00170066
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	800	00169622
			1828.69	00169783
		4355	75.84	00169906
ABE'S PLUMBING	V6406307	5610	700	00169813
ABLENET INC.	V6405539	4310	452.57	00169678
ACCO BRANDS INC.	V6405743	5610	531.12	00169623
ACHIEVERS INC	V6412277	4320	616.44	00169492
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	324.71	00169493
ACS BILLING SERVICE	V6400072	5580	1775.47	00169700
ACSA FOUNDATION FOR EDUC. ADMIN.	V6400076	5210	2035	00169837
ACTION DOOR REPAIR CORPORATION	V6411690	5610	16608	00169624
ADA SPORTS BADMINTON AND TENNIS	V6411947	4310	371.5	00169383
			71.96	00169494
ADI	V6400095	4355	1114.16	00169384
			300.72	00169495
			232.7	00170038
ADORAMA	V6411023	4410	2193.81	00169679
ADT COMMERCIAL LLC	V6413978	5620	632.92	00169879
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	9320	882.47	00169496
AGRI TURF DISTRIBUTING LLC	V6412836	4347	5236.12	00169453
			630.34	00169497
			101.77	00169701
AGUINAGA GREEN INC	V6412753	4347	838.3	00169498
			482.72	00169563
			805.97	00169994
AIR DEMOLITION AND ENVIRONMENTAL SOLUTIONS	V6414083	5610	158109.3	00169454
AIRGAS USA LLC	V6413792	4375	55.99	00169455
		4376	54.18	00169680
AIRSUPPLY TOOLS INC.	V6412933	4375	1768.14	00169385
		9320	1729.5	00169625
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	326.05	00169386
			70.63	00169499
			199.99	00169702
			451.47	00169838
ALL WE PRINT	V6412650	4310	581.51	00169425
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	2473.04	00169564
			7741.78	00169784

VENDOR CHECK REGISTER
April 27, 2021 Through June 07, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
ALT REV CASH FUND	V6405194	4310	347.22	00170087
		4320	127.46	00170087
		4347	134.38	00170087
		4355	129.29	00170087
		5910	11.4	00170087
	V6405196	4310	1251.08	00169456
		4320	51.54	00169456
		4347	257.37	00169456
		5910	55	00169456
	V6405197	4199	106.4	00169785
		4310	845.99	00169785
		4320	665.9	00169785
		4347	287.25	00169785
	V6405198	4210	195.41	00169814
		4310	2971.52	00169814
		4315	46.03	00169814
		4320	266.7	00169814
		4347	275.12	00169814
ALTA LANGUAGE SERVICES INC.	V6413779	5810	660	00169500
			924	00169565
ALTHENA SYSTEMS INC.	V6414049	5810	7500	00169469
AMAZON WEB SERVICES INC.	V6412894	5880	29.01	00169512
AMERICAN CASUAL	V6407489	4310	511.79	00169426
		4345	324.14	00169880
			22.63	00170039
AMERICAN MARKETING PROMOTIONS	V6411639	4310	7652	00170040
AMERICAN RED CROSS	V6400236	4310	234.75	00169501
AMERICAN TIME	V6410391	4355	8446	00169995
AMTEC	V6411210	5810	600	00169703
ANAHEIM FAMILY YMCA	V6409401	5100	680129.45	00169513
ANAHEIM HIGH SCHOOL	V6400260	5810	5013	00169681
			4575	00170152
		8699	30.11	00169952
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	107661.24	00169731
ANIXTER	V6400966	4355	98.52	00169502
			20.98	00169566
AP BY THE SEA	V6406743	5210	1935	00169514
			645	00169567
APPLE INC	V6400319	4310	49546.5	00169387
			16039.25	00169427
			16796.03	00169626
			23309.87	00169732
		4410	2382.19	00169387
			1514.35	00169427
			512.92	00169503
			498	00169626
			2839.66	00169907
			99853.11	00170127
ARBOR SCIENTIFIC	V6400327	4310	142.83	00169627
			1087	00170128
ARCINA RISK GROUP LLC	V6414105	5810	2609	00169682
AREY JONES EDUCATIONAL SOLUTIONS	V6411649	4410	1770.78	00169388
ARROW SERVICES INC	V6412839	5580	6640.79	00169996
ART SUPPLY WAREHOUSE	V6400350	4310	323.23	00170153
ARTIANO SHINOFF	V6408054	5821	782	00169683
ASCD	V6400361	4210	657.99	00169363
AT AND T	V6406157	5918	11448.91	00170067
			13278.48	00170088
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	117	00169457
		5821	11891.26	00169684
ATTAINMENT CO. INC.	V6400391	4310	572.77	00169389

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
ATUATASI, FAAPITO JOANNE	V6414116	5220	34.28	00169881
AUGUSTIN EGELSEE LLP	V6407847	5821	27500	00169458
AVID CENTER	V6400410	5210	850	00169997
AWARDS BY PAUL	V6400412	4310	161.63	00170103
B AND H PHOTO VIDEO INC	V6400422	4310	2643.02	00169390
			969.74	00169504
			22028.92	00169609
			741.71	00169685
			2788.76	00169839
			764.94	00169908
			4507.31	00170129
		4320	262.66	00169628
			12598.49	00170154
		4347	107.74	00169628
			67.47	00169998
		4410	609.78	00169390
			808.1	00169504
			13123.09	00169609
			9378.73	00169908
			1183.1	00170129
			1782.53	00170154
B AND K ELECTRIC WHOLESALE	V6400623	4355	789.35	00169568
			192.6	00170068
B AND M LAWN AND GARDEN INC	V6400423	4347	2965.98	00169505
			2974.61	00169704
			1207.13	00170069
		5610	55.35	00170069
B.E. PUBLISHING	V6411610	5880	2019.87	00169840
BACH COMPANY, THE	V6407748	4310	1070.78	00169815
BALL JR HIGH SCHOOL	V6400433	8699	156.76	00169953
BAND SHOPPE	V6406925	4310	412.45	00169733
BAND TODAY LLC	V6414089	4310	1216	00170104
BARKSHIRE LASER LEVELLING INC	V6407215	5610	7100	00170070
BARNES AND NOBLE	V6400450	4210	15427.86	00170130
		4310	628.27	00170130
BAVCO	V6407678	4410	3093.62	00169999
BCT ENTERTAINMENT	V6406302	6490	43578.69	00170155
BEACON DAY SCHOOL	V6409269	5860	61696.35	00169459
			54950.57	00169460
			24822.91	00169734
BEE BUSTERS	V6400472	5610	300	00169705
			125	00169841
			125	00170105
BEHAVIORAL LEARNING NETWORK	V6413866	5880	2760	00169735
BELLEVUE SCHOOL DISTRICT #405	V6406466	5210	600	00169842
BELSON OUTDOORS LLC	V6413980	4410	26506	00169470
			52419.2	00169530
			67296.92	00169686
BERTRAND'S MUSIC	V6412730	4310	1292.57	00169687
		4410	564.59	00169882
BEST BUY FOR BUSINESS	V6408717	4310	387.9	00169364
BIG D SUPPLIES	V6400508	4355	103.42	00169365
			153.85	00169515
			154.68	00169610
			56.97	00170041
BILLINGS, JANICE	V6402265	3701	986.4	00170000
BLESSED TRANSPORTATION AND ASSOCIATES INC.	V6413483	5870	1860	00169516
			2415	00170001

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
BLICK ART MATERIALS LLC	V6401357	4310	655.5	00169391
			2473.77	00169461
			598.21	00169629
			59.52	00169706
			670.93	00169843
			495.81	00169883
			130.33	00170042
			1292.95	00170156
		4410	86.31	00169461
			10.49	00169629
BOOK HIGHLIGHT	V6414045	4210	3186	00169688
BPS SUPPLY GROUP	V6400476	4355	31.01	00169517
			161.43	00169844
			267.31	00170043
BRAINPOP LLC	V6407109	5880	5026	00169707
BROOKLYN PUBLISHERS LLC	V6400603	4310	186.75	00170131
		5880	40	00170131
BSN SPORTS	V6400615	4310	3123.1	00169366
			8072.44	00169518
			927.9	00169531
			3866.65	00170044
		4410	1400.75	00169518
			3472.11	00169884
BUDDY'S ALL STARS INC	V6406311	4310	10487.31	00169462
			1305.78	00169630
			1792.4	00169909
			420.23	00170071
C TECH CONSTRUCTION INC.	V6410905	5610	1129.92	00169463
			1166.3	00169532
			936.25	00169611
			1122.43	00169736
			971.56	00170002
			2049.05	00170157
CAL BUILDING SYSTEMS INC	V6412620	5610	780	00169471
			1880	00169737
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	182.31	00169845
CALIFORNIA DEPARTMENT OF EDUCATION	V6400686	8660	2073.33	00169472
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	356	00169816
CALIFORNIA PLUMBING PARTS	V6412567	4355	2915.12	00169473
			666.54	00169569
			469.81	00170089
CALIFORNIA RETROFIT INC	V6406910	4355	1809.99	00169464
			375.61	00169474
			1373.59	00169570
			1608.72	00169786
			957.47	00169885
			523.67	00170090
CALIFORNIA SPECIAL NEEDS LAW GROUP	V6411853	5821	9995	00169519
CALIFORNIANS TOGETHER	V6408384	4210	15269.2	00169738
CAL-STATE SITE SERVICES	V6414096	5620	2747.6	00169533
CANVA US INC.	V6414106	5880	359.5	00169708
CANYON AUTO GLASS	V6408005	4370	109.76	00169392
			227.15	00169571
		4385	1563.19	00169571
		5610	100	00169392
CAPISTRANO GOLF CARS INC	V6411745	5610	1088.23	00170072
CARE YOUTH CORPORATION	V6412565	5860	20874	00170091
CARLINE, MARCUS	V6414078	5610	800	00169817
CARSON DELLOSA PUBLISHING CO. LLC	V6400787	4210	202.4	00169886
		4310	58.08	00169886

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
CDW GOVERNMENT INC.	V6400819	4310	2292.33	00169534
		4320	108.23	00169534
CELEBRATIONS	V6412197	5620	1607.31	00170045
CEMEX	V6404364	4355	2440.52	00169709
			1029.38	00170092
CENTRAL RESTAURANT PRODUCTS	V6411274	4410	708.84	00169535
CERTIFIED ART SUPPLY	V6400850	9320	785.11	00170132
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	46608.99	00169367
			44991.9	00169631
CISCO'S SHOP INC.	V6411971	4355	158.64	00169846
CITY AUTO TOP	V6400953	4370	110	00169572
		5610	70.03	00169572
CITY OF ANAHEIM	V6400957	5520	110557.6	00169536
			82182.04	00169612
			38215.09	00169818
			96164.5	00170133
		5530	27314.59	00169536
			16950.26	00169612
			15340.96	00169818
			32808.54	00170133
		5580	13770.4	00169536
			11665.69	00169612
			4328.46	00169818
			11827.82	00170133
CITY OF BUENA PARK	V6400958	5530	5686.28	00169632
		5580	576.13	00169632
CLAIM RETENTION SERVICES INC.	V6408940	5810	15827.3	00170158
CLEAN ENERGY	V6413884	4392	1462.8	00170003
CLEAN OUT KINGS	V6413766	5610	5683.44	00169537
CLEVER PROTOTYPES LLC	V6412504	5880	999.5	00169465
COAST TO COAST LABEL	V6400999	4320	325.07	00170134
COCO PRINTING AND GRAPHICS	V6410045	5810	196.11	00169475
COLLINS COMPANY	V6414054	4410	13975.04	00170046
COMPETITIVE AQUATICS SUPPLY	V6401046	4310	1063.03	00169506
		4410	4210.92	00170106
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	2065	00169739
CORTEZ, ARMANDO	V6414111	5230	450	00169910
COSCO FIRE PROTECTION INC	V6412879	5610	1320	00169476
			120	00169507
CPR1 LLC	V6412104	4320	728.61	00169689
			112.92	00169819
		4410	29600.65	00169689
			1703.77	00169819
CREATIVE BUS SALES	V6409840	4376	528.28	00169393
		4385	991.23	00169393
CSM CONSULTING INC.	V6409922	5810	6900	00169394
CULVER NEWLIN	V6411589	4310	3049.33	00169787
		4320	2695.59	00169787
			320.02	00170073
		4410	11130.04	00169787
			7307.17	00170073
CYPRESS HIGH SCHOOL	V6405640	5810	10290	00169573
DAIGNAULT, KARIN	V6402510	5220	35.28	00170107
DAKTRONICS	V6408432	4355	74.65	00169847
		4410	5177.29	00169574
		5610	779.25	00170047
DANNIS WOLIVER KELLEY	V6411357	5821	11406.03	00169466
			15407	00170093
DEL SOL SCHOOL	V6411308	5860	11934	00169633
DEMCO INC	V6401318	4310	862.62	00170048
		4410	1156.7	00170048

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
DESIGN SCIENCE INC.	V6401333	5880	200	00169710
DESIGNS BY KING	V6408153	4310	2233.33	00169887
DEVEREUX GEORGIA TREATMENT NETWORK	V6412827	5860	30318.52	00169634
DIAMOND RANCH ACADEMY INC	V6414079	5860	60791.48	00169538
			36205.08	00169539
			13394.8	00169820
			13659.68	00169848
DIGITAL NETWORKS GROUP INC	V6409316	4310	1360.12	00169888
DUNN EDWARDS PAINTS	V6401448	4355	345.22	00169428
			361.33	00169821
			65.14	00170049
E.B. BRADLEY COMPANY	V6401456	4355	833.35	00169368
			272.44	00169849
		4410	1109.83	00169540
EBERHARD EQUIPMENT	V6405532	4347	1295.47	00169575
		6490	29796.75	00169508
ECONOMY RENTALS INC	V6401478	5610	108.61	00169477
		5620	577.92	00169369
			1720.53	00169477
			200	00169541
			356.46	00169711
			875	00169889
			200	00170004
EDUCATION ASSOCIATES INC	V6401495	4310	14242.4	00170094
		5880	28122.75	00170094
EIDE BAILLY LLP	V6413546	5820	25000	00169520
			6300	00169690
			5700	00170095
EIDIM AV TECHNOLOGY	V6413281	4310	386.27	00169911
		4320	1123.42	00169429
ENABLING DEVICES	V6401583	4310	1148.55	00169576
ENCORP	V6409154	5810	3080	00170108
ENVIRONMENTAL REMEDIATION CONTRACTORS INC.	V6411629	5610	3814.25	00169691
EPIC SPORTS	V6408383	4310	87.81	00169370
ERIC VOGELVANG	V6413984	5610	2500	00169635
ERICKSON HALL CONSTRUCTION CO	V6413032	6165	20886.11	00169577
			229710.95	00170074
			85000	00170075
ESPECIAL NEEDS LLC	V6411854	4310	229.41	00169371
EVERYDAY SPEECH LLC	V6413897	5880	299.99	00170135
EWING IRRIGATION PRODUCTS	V6401634	4355	4269.73	00169372
			413.76	00169578
			412.7	00169890
			2611.21	00170109
EXPO PROPANE	V6412144	5810	4581.72	00169542
EXPRESS PIPE AND SUPPLY CO INC	V6401644	4355	545.98	00169740
FACILISERV INC	V6414072	5610	1886.4	00169912
FARMAN, JUANA	V6406999	5220	52.46	00169579
FARMERS AND MERCHANTS BANK	V6412156	5880	22526.12	00169788
FEDERAL TECHNOLOGY SOLUTIONS INC	V6411145	6490	99604.62	00169543

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
FEDEX	V6401675	5910	10.08	00169430
			34.32	00169741
			126.03	00169789
			41.05	00169850
			179.35	00169891
			152.04	00170159
FERGUSON ENTERPRISES INC	V6409823	4355	237.24	00169395
			581.19	00169431
			38.49	00169580
			663.5	00169822
			297.02	00169892
			102.93	00169954
			6648.18	00170005
			110.8	00170136
		4410	817.82	00169822
FERNANDEZ, JESSICA	V6414085	5220	8.96	00169432
FERRELLGAS LP	V6411875	5810	2175.67	00169413
			619.93	00169433
			749.98	00169544
			2416.1	00169581
			636.1	00169636
			1329.54	00169742
			204.64	00169790
			462.02	00169851
			141.24	00169913
			383.12	00169955
			278.77	00170137
			100.42	00170160
FIRST BOOK	V6412481	4210	693.91	00169823
FIVE STAR PLUMBING	V6413982	4410	8598.45	00170006
		5610	3500	00169637
FIVE STAR RUBBER STAMP INC	V6405116	4310	160.63	00169743
		4320	26.97	00169692
FIX 4 LESS GOLF CARS	V6413062	5610	1516.88	00169893
FLAGHOUSE INC	V6401703	4310	564.3	00169434
			147.26	00169824
FLEET SERVICES INC	V6405625	4370	827.2	00169791
		4375	112.08	00169414
		4376	191.25	00169582
			242.35	00169791
			1169.22	00170161
		4385	110.51	00169414
			38.21	00169582
			152.83	00169791
			102.1	00170161
FLINN SCIENTIFIC INC	V6401708	4310	1608.28	00169435
			4483.31	00169545
			9153.23	00169825
			888.83	00169894
		4410	4652.65	00169435
			563.26	00169545
FOLLETT SCHOOL SOLUTIONS INC.	V6411526	4210	286.19	00169792
			747.43	00169895
			83.47	00170138
		8632	-70.95	00169895
FRED J MILLER INC	V6414094	4310	1211.85	00169956
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4410	2005.69	00169583
FRONTLINE GROUP LLC	V6414053	4320	5198.29	00169546
		4347	2620.79	00169638
FUN AND FUNCTION LLC	V6411593	4310	513.12	00169826
FUSION LEARNING INC	V6413641	5880	9349	00169827

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
G M BUSINESS INTERIORS	V6412498	4310	409.9	00169639
		4320	409.9	00169436
		4410	1639.61	00169436
GANAHL LUMBER CO	V6401804	4310	-271.78	00170139
		4355	4101.35	00169437
			110.67	00169584
			11544.03	00169640
			1043.82	00169896
			197.05	00169957
			5918.57	00170139
GARCIA, CARLOS	V6414002	5230	450	00169914
GARTNER INC.	V6412983	5880	12800	00169585
GAS COMPANY, THE	V6404372	5510	3669.58	00169586
			32379.28	00169915
GAYTAN, VANESSA	V6413654	5220	51.22	00170162
GENERAL INDUSTRIAL TOOL AND SUPPLY	V6401833	9320	336.18	00170140
GHATAODE BANNON ARCHITECTS	V6408656	6212	170781	00169897
			15827	00170007
GIANNELLI ELECTRIC INC.	V6401857	5610	744	00169852
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	185.48	00169641
			173.75	00170008
			4741	00170141
		4355	976.59	00169547
		4410	1224.68	00169641
GLENN, JERRY	V6402322	3701	1321.2	00170142
GOLDEN STATE WATER COMPANY	V6408018	5530	10331.77	00169396
			15297.4	00169853
			39887.3	00169898
GONZALEZ, JESUS	V6413454	5220	47.88	00169587
GOPHER SPORTS EQUIPMENT	V6401902	4310	2963.72	00169438
			8081.31	00169916
			2344.73	00169958
		4410	11987.73	00169958
GORM INC	V6401904	4347	460.78	00169548
		4410	3895.52	00169548
GRAINGER	V6404982	4347	1006.6	00169439
		4355	5174.39	00169439
			5190.97	00169642
			742.07	00169917
			256.66	00169959
			909.72	00170143
		4375	614.76	00169439
GRAYBAR ELECTRIC COMPANY	V6401918	4320	437.97	00169899
		4355	5.72	00169854
			136.95	00169960
GREATER ANAHEIM SELPA	V6401927	5805	143236.88	00169521
			79870.46	00170163
		8311	64977.95	00169549
			62565.79	00169744
			61753.35	00170144

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GUYER, KATHLEEN	V6411049	5220	22.4	00169588
H AND H AUTO PARTS WHOLESALE	V6401967	4376	269.56	00169745
		4385	953.33	00169589
			1618.07	00169745
			8.08	00169793
			817.05	00170164
		5610	145	00169855
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	383.6	00169590
			383.6	00170009
HCI SYSTEMS INC	V6413251	5610	1031.5	00169746
HEALTH IMPRESSIONS	V6412333	4310	421.12	00169918
			386.33	00170165
HEALTH SCIENCE ASSOCIATES	V6412896	5810	8637.8	00169856
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	4295.83	00169747
HEINEMANN	V6402026	4210	2434.93	00169550
			300.65	00169919
HENRY SCHEIN INC.	V6403123	4310	3612.72	00169551
			143.46	00169920
		4320	2238.48	00169551
			386.98	00170166
		4410	225.53	00169551
			5500.23	00169920
		9320	-50	00169551
HI-TECH GRAPHICS	V6414062	4310	215.46	00170167
HOME DEPOT CREDIT SERVICES	V6405234	4310	513.95	00169748
		4320	158.2	00169591
			158.51	00169828
		4355	1490.59	00169397
			185.3	00169415
			913.82	00169478
			422.4	00169591
			433.77	00169748
			302.16	00169857
			139.1	00169921
			1011.27	00169961
			321.91	00170010
			66.13	00170168
		4375	253.56	00169591
			78.29	00170168
HORIZON	V6408259	4347	954.02	00170011
			3772.97	00170169
HOWARD INDUSTRIES	V6402088	4355	25.02	00169552
			140.16	00169643
HOWIES ATHLETIC TAPE	V6413284	4320	732.13	00169416
ICS SERVICE CO.	V6406452	5610	902.2	00169553
			6591.19	00169592
IMAGE APPAREL FOR BUSINESS	V6402628	4345	211.66	00169554
			60.92	00169962
		4388	772.08	00169593
			666.04	00169962
		9320	1201.34	00169900

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
IMAGE SOURCE	V6412458	4320	1963.77	00169594
			15273.58	00169829
			1168.04	00169963
INDEPENDENT	V6413456	4320	1760	00169794
		5880	755	00170012
INLAND TOP SOIL MIXES INC.	V6402153	4347	592.63	00169595
INSIGHT PUBLIC SECTOR INC	V6413521	4410	25663.37	00169830
INSPIRED RESOLUTIONS LICENSED CLINICAL SOCIAL WORKER INC.	V6413887	5805	1333.33	00169831
			1347.78	00170170
INTELESYSONE INC.	V6412444	4320	421.01	00169440
		5610	93.15	00169440
		5880	705	00169440
INTERVISION SYSTEMS LLC	V6413873	5610	1105.17	00169596
IXL	V6410650	5880	449	00169964
J AND B MATERIALS	V6400875	4355	1234.8	00169597
J E HALLIDAY SALES INC	V6413014	4410	1231.62	00170171
J.W. PEPPER AND SON INC.	V6402214	4310	114.99	00169398
			87	00169598
			156.98	00169965
JACKSONS A S BREA F M P	V6406346	4347	323.24	00169399
			603.34	00169749
			688.21	00169858
			345.91	00170172
JART DIRECT MAIL SERVICE	V6402271	5610	466.34	00170173
JHM SUPPLY INC.	V6411647	4355	2627.67	00169400
			1522.57	00169555
			519.73	00169599
			131.36	00169644
			2880.85	00169750
			257.3	00169795
			515.71	00169859
			454.73	00169966
			201.37	00170013
			715.23	00170174
JOHNSON CONTROLS	V6406981	4355	1834	00169556
		6490	100476.5	00169441
			35000	00170175
JOHNSON, ETYOLE	V6412786	8699	40	00169967
JOHNSTONE SUPPLY	V6402415	4347	1178.83	00169922
		4355	677.01	00169860
			-130.43	00169922
JONES, ANGEL	V6413995	5220	85.21	00169968
JUNIOR LIBRARY GUILD	V6402477	4210	133.77	00170145
JUSTICE TESTING	V6413455	5610	300	00169417
			150	00170176
KAIROS TOOLING	V6413655	5610	290.93	00169901
KATELLA HIGH SCHOOL	V6402515	8699	576.69	00169969
KELLY PAPER	V6402557	4320	61.09	00169970
KENNEDY HIGH SCHOOL	V6402571	5810	9934	00169600
		8699	287.77	00169971
KNEPP, AMANDA	V6413870	8699	26.16	00169972
KNORR SYSTEMS INC.	V6402610	4355	10327.74	00169861
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	951.72	00170014

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
KYA SERVICES	V6411393	5610	6997.74	00169442
KYOCERA DOCUMENT SOLUTIONS AMERICA INC.	V6412795	4310	6389.32	00169694
			4154.36	00169832
		4320	3827.92	00169694
			2435.58	00169832
LA PALMA CLEANERS	V6411465	5560	1620	00169645
LABELL EXCHANGE	V6412680	5918	618	00169646
LAGUNA CLAY CO.	V6402645	4310	577.08	00169923
LAKESHORE LEARNING MATERIALS	V6402648	4310	2255.43	00169862
			379.15	00169924
LANGUAGE NETWORK INC	V6409301	5810	1160	00169401
			608.5	00169902
		8699	1945	00169973
LARNER, JOHN	V6402395	3702	1972.8	00170146
LAU, JUNYING	V6413749	5210	150	00169601
			1344	00170177
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	321.58	00169974
LIBRARY STORE INC., THE	V6402737	4315	283.95	00169863
LOARA ASB	V6402803	5810	4168	00169602
			5122	00170178
		8699	171.91	00169975
LONE STAR PERCUSSION	V6408001	4310	478.41	00169925
			1056.86	00169976
LUCYS LAUNDRY ANAHEIM	V6412017	5560	173.8	00169647
M.P. SOUTH INC	V6402889	5620	4600	00169402
MACKIN LIBRARY MEDIA	V6402903	4210	547.08	00169751
			66.19	00169864
			4539.05	00170147
			320.57	00170179
MAGNOLIA HIGH SCHOOL	V6402920	5810	1994	00169752
		8699	288.1	00169977
MANHATTAN STITCHING INC	V6413802	4320	23212.04	00169926
			862	00170180
MARDAN CENTER OF EDUCATION	V6402945	5860	6262.62	00169753
MARKERBOARD PEOPLE, THE	V6404677	4310	584	00169754
MAXIAIDS	V6403039	4310	496.26	00169755
MC COY MILLS FORD	V6411093	5610	821.52	00170181
MC FADDEN DALE HARDWARE CO	V6403056	4355	225.37	00169403
			394	00169557
			468.64	00169603
			587.68	00169648
			591.12	00169756
			1166.28	00169796
			744.2	00169865
			27.5	00169978
			50.71	00170015

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
MCLAUGHLIN RIBBON AWARDS INC	V6414084	4310	315	00169522
MF ATHLETIC CO	V6403093	4310	1844.7	00169757
MICRO CONNECTORS INC.	V6412826	4320	161.36	00169649
MIKE ELAM CONSTRUCTION	V6412866	5610	2945	00169604
			2450	00170182
MISSION LINEN SUPPLY	V6411115	4388	89.8	00169418
			1180.17	00169605
			99.16	00169758
			245.13	00169797
			198.32	00170183
MONTENEGRO, ROBERT	V6403968	3701	1081.8	00169523
MONTGOMERY HARDWARE CO.	V6405624	4355	204.95	00169443
			296.32	00169650
			398.87	00169759
			184.32	00169927
MOORLACH, EDWARD	V6406225	4310	613.35	00169373
MOREY'S MUSIC STORE	V6407094	4310	1800	00169760
MORLEY ATHLETIC SUPPLY CO INC	V6412347	4310	890.78	00169761
MORSCO SUPPLY LLC	V6412910	4355	1071.86	00169762
			6674.09	00170184
MULTI HEALTH SYSTEMS INC	V6403217	4310	97362.35	00169833
MUSIC AND ARTS CENTER	V6411397	4310	8133.06	00169763
			539.89	00169798
			2151.18	00169903
MYRIAD SENSORS INC.	V6412474	4310	351.3	00170185
N2Y LLC	V6405551	5880	14180	00170186
NASCO	V6403253	4310	935.79	00169404
			658.31	00169928
		4410	3017.17	00169404
NATIONAL AUTISM RESOURCES INC.	V6411234	4310	172.37	00169834
NATIONAL STUDENT CLEARINGHOUSE	V6412127	5810	4250	00169558
NEWEGG BUSINESS INC	V6412716	4310	2531.49	00169929
			1223.87	00170016
		4320	542.93	00169606
			66.14	00170187
NIMCO	V6403365	4310	243.23	00169930
NORMS REFRIGERATION AND ICE	V6403378	5610	2661.57	00169764
NORTH ORANGE COUNTY REGIONAL	V6403384	5100	280846.12	00169419
		7283	358858.52	00169419
			639704.64	00170148
NORTH ORANGE COUNTY ROP	V6409740	5805	21195.47	00169765
			84.08	00169931
OC LAND MGMT SERVICE	V6405473	4347	2265.12	00170188
OCDE	V6403452	5210	850	00169374
		7141	87167.5	00169467
			43064.16	00170110
OFFICE DEPOT	V6403421	4310	110.97	00169712
			533.68	00170189
		4320	41.99	00169479
			72.18	00169712
			351.68	00170076
			291.39	00170189
		4410	732.69	00170076

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
OLIVE CREST ACADEMY	V6410765	5860	24916.51	00169375
			18485.33	00169799
ORANGE COUNTY FARM SUPPLY	V6403455	4347	483.13	00169713
			193.11	00169766
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	273.9	00169714
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	14300	00169932
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	109.47	00169979
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	5821	292.5	00169480
ORVAC ELECTRONICS	V6403479	4355	141.12	00169481
			119.72	00169715
			47.36	00169866
			82.67	00169933
OXFORD ACADEMY	V6403485	8699	220.63	00169980
PACIFIC COMMERCIAL TRUCK BODY INC	V6413880	4410	4189.52	00169800
PARADIGM HEALTHCARE SERVICES	V6403536	5810	23177.79	00169651
PARENTS AS TEACHERS NATIONAL CENTER INC	V6414068	4310	315	00169767
PARKER AND COVERT LLP	V6403544	5821	4592.5	00169652
			8470	00170017
			192.5	00170050
			687.5	00170190
PAXTON PATTERSON	V6403589	4310	212.81	00170077
		5880	9943.09	00170077
PBM SUPPLY AND MANUFACTURING INC	V6414077	6490	9303.02	00169801
PDT INC	V6412151	4375	766.22	00169768
PENNER PARTITIONS INC	V6403625	4355	157.32	00170191
PERALEZ, DANIEL	V6414036	5220	58.7	00169934
PERSEUS ASSOCIATES TRANSTRAKS	V6412414	5880	280	00169613
PETER HERNANDEZ	V6413913	8699	51.29	00169981
PINEDA'S NURSERY INC	V6403670	4347	271.87	00169935
			54.37	00170051
			475.78	00170192
		5610	543.75	00169769
PINNACLE PETROLEUM INC.	V6412426	4381	29009.95	00169835
PIPS	V6407384	3601	379290.75	00169770
		3602	126430.25	00169770
PITNEY BOWES	V6403677	5610	174.89	00170018
		5910	4825.33	00169614
PITNEY BOWES INC	V6403678	4410	7222.31	00170193
PLATINUM PACKAGING GROUP INC, THE	V6413979	4347	146793.9	00169405
		6490	122980.61	00169771
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	738.4	00169772
			189.09	00170052
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	2207.24	00169376
PORTVIEW PREPARATORY INC.	V6411850	5860	18060.68	00169377
			10005.68	00169615
POSITIVE PROMOTIONS INC	V6403704	4310	1453.21	00170194
PRAXAIR	V6403719	4355	20.5	00170053
PREVENTION PARTNERS	V6403744	4310	174.34	00169867
			199.28	00169936
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	306.68	00170195
PRO ED INC.	V6403756	4310	498.08	00170196
PROFESSIONAL GLASS	V6413762	4355	84.12	00170197
PROTEC	V6414081	4347	2127.52	00169773
PROVANTAGE	V6409906	4310	1674.37	00170198
PSYCHOLOGICAL ASSESSMENT RESOURCES	V6403780	4310	32796.24	00170199
PURPLEPASS	V6414107	4320	420	00169774
		5880	2573.12	00169774
QUICK CRETE PRODUCTS CORP	V6403805	4410	313561.12	00169802
		6445	21075.9	00169406
REAL INSPIRATION INC.	V6412594	5880	500	00169653
RECKNOR, HILARY	V6409295	5210	439.99	00170200

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
RED DRAGON ELECTRIC INC	V6413809	5610	9206.96	00169904
REEL LUMBER SERVICE	V6403871	4355	378.62	00169482
			377.58	00169716
			111.78	00169937
REFRIGERATION SUPPLIES DIST.	V6403873	4355	851.29	00169420
			654.69	00169717
			1029.31	00169938
			130	00169982
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6293.58	00169803
REVOLVING CASH FUND	V6405190	2251	1887.95	00169654
		4355	17.24	00169654
		5880	691	00169654
		5910	441.66	00169654
		8699	1091.69	00169654
RIDDELL ALL AMERICAN	V6403939	4310	401.05	00169655
			196.92	00170201
RIDDLE APPLIANCE AND TV	V6406711	5610	171.97	00169939
RIVERSIDE INSIGHTS	V6413468	4310	3007.49	00169718
			1346.5	00170054
			538.6	00170202
ROAD AMERICA INC	V6403955	4385	995.91	00169719
ROCKLER WOODWORKING AND HARDWARE	V6403987	4310	384.61	00169804
ROSEBURROUGH TOOL CO. INC	V6404014	4355	17.89	00169720
			976.3	00169940
		4410	4831.8	00169720
ROSSIER PARK SCHOOL	V6411451	5860	22419.59	00169378
S AND S WORLDWIDE DISCOUNT SPORTS	V6404052	4310	552.19	00169721
			160.41	00169941
			296.29	00170019
			47.13	00170096
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	659.43	00169722
			181.02	00169942
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	693.3	00170055
			397.06	00170097
SAVANNA HIGH SCHOOL	V6404130	8699	192.33	00169983
SCHOOL OUTFITTERS	V6408379	4310	747.54	00170078
SCHOOL SAVERS	V6404170	4310	10564.68	00170079
SCHOOL SPECIALTY INC	V6404173	4310	2004.78	00169723
			839.61	00169943
			866.48	00170098
		4320	69.97	00169723
		9320	1812.98	00169723

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
SCHOOLPOSTERS.COM LLC	V6414075	4310	780.36	00169724
SCHORR METALS INC	V6404179	4355	3094.74	00170020
			1850.67	00170056
			290.2	00170099
SCP DISTRIBUTORS LLC	V6411554	4355	1946.83	00169607
SEHI COMPUTER PRODUCTS INC	V6404221	4310	361506.3	00169407
			2909.25	00169725
			38550.11	00169775
			3266.67	00169805
			218.73	00169984
			808.43	00170080
			105995.08	00170203
		4320	2659.41	00169407
			283.95	00169775
			106.53	00170080
			11852.5	00170203
		4410	21628.72	00169407
			774.25	00169775
			7031.77	00169805
			1824.39	00169984
			9888.71	00170021
			7519.04	00170080
			12426.1	00170203
		6490	80314.55	00170080
SHADE STRUCTURES INC	V6404234	6445	641587.43	00169944
			242227.55	00170022
SHELTON, MIKE	V6403136	3701	1972.8	00170057
SHERWIN WILLIAMS CO., THE	V6410919	4355	107.49	00169726
			45.74	00170023
SHRED IT USA LLC	V6411124	5610	890.26	00170024
SIGLER INC., RUSSELL	V6410420	4355	234.03	00169727
		4410	700.19	00169727
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	1151.42	00169728
SNO SITES	V6413113	5880	350	00169985
SO CAL OFFICE TECHNOLOGIES	V6406339	4320	1194.38	00170100
SOCALGRAD	V6411708	4310	21796.75	00169868
		4320	2167.93	00169868
			1536.21	00169986
			164.86	00170204
SOFTCHOICE CORPORATION	V6413514	5880	482.09	00169656
			562.31	00169945

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
SOLIS GROUP, THE	V6412965	5810	4089	00170025
SOUTH COAST AIR QUALITY	V6404356	5880	275.26	00169776
SOUTH JHS ASB	V6405227	8699	435.38	00169987
SOUTHERN CALIFORNIA A.P. INC.	V6406781	5210	525	00169777
SOUTHPAW ENTERPRISES	V6404380	6490	101.7	00169869
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	466.49	00169616
			639.61	00169870
			51.72	00170112
		9320	4679.92	00169616
			5375.76	00169870
			492.13	00170205
SPEECH AND LANGUAGE	V6404400	5860	38960.99	00169408
			41485.49	00169657
SPICERS PAPER INC	V6404405	4320	594.54	00170101
SPRINT SOLUTIONS INC	V6411072	5918	320.85	00169409
			320.85	00169946
STAGE TECH	V6405298	5620	3567	00169806
STAPLES ADVANTAGE	V6410116	4210	16.83	00169871
		4310	29.08	00169617
			4362.72	00169871
			509	00170026
			1279.73	00170113
		4320	365.52	00169617
			4253.95	00169871
			1189.58	00170026
			176.4	00170113
		4410	860.92	00169871
			993.67	00170026
			429.91	00170113
STATE OF CALIFORNIA	V6404447	5610	225	00169444
STEINBRICK, GAIL	V6408751	5220	43.51	00170027
STEINLE, CHARLES	V6410113	3701	1321.2	00170058
SUNBELT FLOORING INC	V6413010	5610	9196	00169807
SUPER DUPER SCHOOL COMPANY	V6404529	4310	417	00170028
SUPPLY SOLUTIONS	V6411849	4347	252673.75	00169410
SWEETWATER	V6409201	4310	33175.15	00169411
			12901.45	00170102
SWITZER CENTER	V6413048	5860	3340.22	00169379
			3034.46	00169618
SYCAMORE JR HIGH ASB	V6404569	8699	242.1	00169988
T MOBILE	V6410424	5918	1130.5	00169527
			87.5	00170206
			1043	00170210
		5930	60733.58	00169524
			21343.77	00169525
			40459.79	00169526
			59492.27	00170207
			20669.72	00170208
			39904.08	00170209

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
TAO ROSSINI A PROFESSIONAL	V6414113	5821	8838.93	00170114
TEACHER'S DISCOVERY	V6404620	4310	100.44	00170029
TEACHERS PAY TEACHERS	V6413414	4310	81.97	00169619
		5880	4050	00170059
THERAPIST AID LLC	V6414112	5880	75	00170060
THOMPSON BUILDING MATERIALS	V6404717	4355	253.1	00169658
THOMPSON'S BUILDING MAT'L.	V6404721	4355	121.97	00170211
THOMSON REUTERS WEST	V6407958	5880	161	00169778
TIME WARNER CABLE	V6411698	5930	980.09	00169808
TONY TAI, NGUYEN	V6413994	5821	7250	00169659
TORO AIRE INC	V6408584	4355	1079.66	00170115
TROUTMAN, KAREN	V6409638	5220	24.19	00169483
TRUCK PRO PTO SALES CORPORATION	V6403784	4410	980.51	00170030
TRUMAN ARNOLD COMPANIES	V6413612	4382	23956.87	00169836
TURF STAR INC	V6404805	4347	2284.1	00170031
			165.27	00170212
TWINING CONSULTING	V6412575	6251	1766.13	00169989
		6290	8868.39	00169947
			19021.98	00169989
			1514.7	00170032
U S BANK	V6406908	5880	900	00169872
U S BANK	V6406511	4210	28.3	00170116
		4310	10290.31	00169421
			11021.65	00170116
		4320	1505.47	00169421
			401.04	00170116
		4410	2208.12	00170116
		5210	2736.52	00169421
		5712	4647.04	00170116
		5810	929.84	00169421
		5880	1160.77	00169421
			3134.99	00170116
U.S. GREEN BUILDING COUNCIL	V6414108	5210	85	00169779
UC REGENTS	V6404826	5805	10000	00169873
UCI REGENTS	V6405632	5805	13743	00169874
UCLA EXTENSION	V6410436	5210	775	00169948
ULINE	V6406546	4310	2152.66	00170117
		4320	487.02	00170117
		4347	1293.37	00169660
		5610	129.82	00169445
UNION AUTO SERVICE CENTER	V6404840	4370	79.95	00169446
			79.95	00169620
			2168.97	00169875
			178.16	00170118
		5610	79.95	00169620
			3928.55	00169875
			792.95	00170118
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	132.48	00169661
VALLEY VISTA SERVICES INC	V6411966	5580	2755.13	00169809
VANDA KING ENTERTAINMENT DBA PIANO SHOWCASE	V6414025	4310	221	00169949
VERNIER SOFTWARE	V6404919	4310	10205.21	00169662
VERTICAL TRANSPORT INC	V6413440	5610	692.5	00169621
			1353.43	00169780
VISTA PAINT CORP	V6404960	4355	1144.05	00169781
VITAL INSPECTION SERVICES INC	V6412251	6291	1848	00169484
			2268	00169695
			2688	00169950
VWR INTERNATIONAL	V6411521	4410	824.2	00169663
W STRATEGIES LLC	V6414038	5810	5000	00169664
WALKER JR HIGH SCHOOL	V6404990	8699	168.33	00169990
WALTERS WHOLESALE	V6409053	4355	109.67	00169665

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
			1713.05	00170061
			251.72	00170119
WATANABE, ANDREA	V6413122	5210	179	00169666
WAXIE SANITARY SUPPLY	V6405008	4347	948.37	00169667
			1756.77	00170062
			871.51	00170120
		4410	1041.22	00169667
			683.09	00170062
WEST MUSIC	V6405036	4310	1782.72	00169876
			933.97	00170063
			67	00170213
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	3436.3	00169668
WESTERN HIGH SCHOOL ASB	V6405044	5810	5006	00169669
			1993	00169991
		8699	143.14	00169991
WINGS AND THINGS	V6413329	5610	700	00169877
WINSOR LEARNING INC.	V6413065	5880	995	00170121
WINZER	V6412060	4375	998.19	00169485
			67.13	00170214
WRS GROUP LTD.	V6402013	4310	257.92	00169412
			2807.69	00170122
XEROX CORPORATION	V6405129	5620	1741.09	00169992
			691.3	00170123
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00170124
YOUTH CARE OF UTAH INC	V6414051	5860	16744	00169810
ZONAR SYSTEMS INC	V6412168	5610	31788.24	00169670
ZONES	V6405158	4320	553.46	00170125
ZOOM VIDEO COMMUNICATIONS INC	V6413956	5880	2972.71	00169671
GENERAL FUND (0101)			**10,264,867.69**	
CONTAINER ALLIANCE	V6412976	6274	838.08	00169486
			419.04	00170033
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	136670	00169509
ENCORP	V6409154	6250	8015	00170034
GHATAODE BANNON ARCHITECTS	V6408656	6212	1500	00169487
HCI SYSTEMS INC	V6413251	6276	315	00169696
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	37018.2	00170035
MILLER CONSTRUCTION	V6414017	6270	1352574.51	00169422
REVOLVING CASH FUND	V6405190	6222	3600	00169672
THE NAZERIAN GROUP	V6413902	6165	530602.2	00169380
			789594.79	00169905
VITAL INSPECTION SERVICES INC	V6412251	6291	30108	00169488
			27552	00169697
GOB,ELECTION 2014, SERIES 2018 (2126)			**2,918,806.82**	

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	127237.5	00170081
JOHNSON FAVARO	V6412904	6212	131698.32	00170082
MILLER CONSTRUCTION	V6414017	6270	1255143.57	00170083
PERKINS EASTMAN ARCHITECTS DCP	V6412384	6212	39661.88	00170084
GOB,ELECTION 2014, SERIES 2019 (2127)			**1,553,741.27**	
INDEPENDENT	V6413456	6252	765	00170036
INTELESYSONE INC.	V6412444	6274	2744.71	00169447
J AND A FENCE	V6409989	6274	1480	00169489
SCHOOL FACILITY CONSULTANTS	V6404158	5810	2678.75	00169673
ULINE	V6406546	6274	344.47	00170126
CAPITAL FACILITIES (2525)			**8,012.93**	
CITY OF ANAHEIM AS SUCCESSOR AGENCY	V6411390	8625	191218.98	00170215
GHATAODE BANNON ARCHITECTS	V6408656	6212	2994	00169490
CAPITAL FACILITIES AGENCY RDA (2545)			**194,212.98**	
J AND A FENCE	V6409989	6126	5875	00169608
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	14782.56	00170037
SPECIAL FACILITIES FUND (4041)			**20,657.56**	
AUHSD	V6400400	5890	768.25	00169674
INSURANCE - WCI (6768)			**768.25**	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9196.14	00169510
			9231.35	00170111
AUHSD	V6400400	5891	1498624.93	00169468
			618367.74	00169559
			1579059.48	00169811
			810974.79	00169878
			1004468.16	00170064
			535533.09	00170149
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	37590	00169528
			41100	00170216
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	198315	00169698
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16515.09	00169491
			16384.3	00170217

VENDOR CHECK REGISTER
April 27, 2021 Through June 07, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
EXPRESS SCRIPTS INC.	V6410974	5895	243502.79	00169511
			190086.14	00169560
			160899.14	00169729
			234267.91	00169951
			226845.02	00170085
			196465.83	00170218
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13116.67	00169675
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	14846.69	00169529
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	361	00169448
RETIREE FIRST LLC.	V6413748	5466	26342.88	00169782
TRUSTMARK HEALTH BENEFITS INC.	V6413999	5812	443296.62	00169381
			430534.34	00170065
VISION SERVICE PLAN	V6404956	5464	53749.8	00169449
			52194.69	00170086
HEALTH & WELFARE INS FUND (6769)			**8,661,869.59**	
GREATER ANAHEIM SELPA	V6401927	9620	1710989	00169423
(blank)	(blank)	(blank)		(blank)
WARRANT/PASS THROUGH (7676)			**1,710,989.00**	
Grand Total			**25,333,926.09**	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
MARCH 2021

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	365,167.96	284,698.06	1,000.00	65,337.78	351,035.84
Western	309,248.01	187,030.56	1,275.00	127,844.48	316,150.04
Magnolia	95,294.21	100,022.35	-	-	100,022.35
Savanna	73,515.36	69,771.20	-	221.39	69,992.59
Loara	169,354.26	84,754.25	800.00	69,586.49	155,140.74
Katella	178,394.90	174,691.26	2,100.00	-	176,791.26
Kennedy	355,785.84	359,154.97	-	-	359,154.97
Cypress	630,119.98	627,072.99	1,700.00	-	628,772.99
Brookhurst	19,059.05	17,363.35	-	-	17,363.35
Orangeview	29,209.09	29,252.35	100.00	-	29,352.35
Walker	94,840.08	94,850.62	-	-	94,850.62
Dale	37,211.56	37,106.56	100.00	-	37,206.56
Sycamore	30,772.45	30,767.45	-	-	30,767.45
Ball	16,378.30	16,328.30	-	-	16,328.30
South	68,319.88	68,314.88	-	-	68,314.88
Oxford	468,807.84	463,378.21	350.00	-	463,728.21
Lexington	29,601.75	36,140.63	-	-	36,140.63
Hope	77,295.09	78,290.09	-	-	78,290.09
Gilbert	39,665.59	39,660.59	-	-	39,660.59
Total	3,088,041.20	2,798,648.67	7,425.00	262,990.14	3,069,063.81

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
APRIL 2021

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	351,035.84	273,752.22	1,000.00	65,337.78	340,090.00
Western	316,150.04	173,090.12	1,275.00	128,138.63	302,503.75
Magnolia	100,022.35	93,613.63	-	-	93,613.63
Savanna	69,992.59	69,308.76	-	221.39	69,530.15
Loara	155,140.74	86,200.34	800.00	69,688.19	156,688.53
Katella	176,791.26	159,685.10	2,100.00	-	161,785.10
Kennedy	359,154.97	330,647.90	-	-	330,647.90
Cypress	628,772.99	637,293.62	1,700.00	-	638,993.62
Brookhurst	17,363.35	17,324.33	-	-	17,324.33
Orangeview	29,352.35	28,287.84	100.00	-	28,387.84
Walker	94,850.62	94,895.62	-	-	94,895.62
Dale	37,206.56	37,126.56	100.00	-	37,226.56
Sycamore	30,767.45	29,944.90	-	-	29,944.90
Ball	16,328.30	16,394.21	-	-	16,394.21
South	68,314.88	68,559.88	-	-	68,559.88
Oxford	463,728.21	465,192.23	350.00	-	465,542.23
Lexington	36,140.63	44,438.40	-	-	44,438.40
Hope	78,290.09	80,692.60	-	-	80,692.60
Gilbert	39,660.59	39,655.59	-	-	39,655.59
Total	3,069,063.81	2,746,103.85	7,425.00	263,385.99	3,016,914.84

Anaheim Union High School District

Cafeteria Fund

Financial Statements

March 2021

Balance Sheet

Anaheim Union High School District

03/31/2021

EXHIBIT UU

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$1,949,896.47
9122	Change Fund	$130.00
Total CASH		$1,950,026.47
RECEIVABLE		
9210	A/R - Current	$20,208.46
9280	A/R - State	$213,118.19
9290	A/R - Federal	$2,516,814.09
Total RECEIVABLE		$2,750,140.74
INVENTORIES		
9321	Food	$230,963.63
9323	Supplies	$153,074.15
Total INVENTORIES		$384,037.78
Total Asset		**$5,084,204.99**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$1,530,091.16
9580	Sales Tax Liability	$24.43
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$185,974.87
Total LIABILITIES		$1,716,090.46
Total Liability		**$1,716,090.46**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$3,871,410.12
9798	Fund Balance	$1,879,808.17
Total FUND BALANCE		$5,751,218.29
Total Fund Balance		**$5,751,218.29**
Current Year Profit (Loss)		**($2,383,103.81)**
Total Liabilities and Fund Balance		**$5,084,204.95**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

EXHIBIT UU

	Period 9 Ending in 03/31/2021				Period 9 Ending in 03/31/2020			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	$0.00	0.00 %	$0.00	0.00 %	$21,018.00	1.46 %	$287,349.00	1.76 %
Elementary - Lunch								
8632	$0.00	0.00 %	$0.00	0.00 %	$4,952.50	0.34 %	$62,181.00	0.38 %
High School - Breakfast								
8633	$0.00	0.00 %	$0.00	0.00 %	$39,657.00	2.75 %	$606,408.00	3.70 %
High School - Lunch								
8635	$0.00	0.00 %	$10.15	0.00 %	$36,822.73	2.56 %	$674,862.12	4.12 %
A La Carte Sales								
8636	$0.00	0.00 %	$2.78	0.00 %	$38.93	0.00 %	$342.05	0.00 %
Adult Rev. - Breakfast								
8637	$0.00	0.00 %	$289.74	0.00 %	$1,088.41	0.08 %	$16,499.83	0.10 %
Adult Rev. - Lunch								
Local Revenue	**$0.00**	**0.00 %**	**$302.67**	**0.00 %**	**$103,577.57**	**7.19 %**	**$1,647,642.00**	**10.06 %**
Federal Reimbursements								
8200	$475,555.30	33.74 %	$3,225,321.10	31.50 %	$290,429.86	20.16 %	$2,712,361.22	16.57 %
Fed. Meal Rev.-Breakfast								
8220	$807,631.20	57.30 %	$6,170,043.00	60.26 %	$902,570.65	62.64 %	$10,352,286.77	63.23 %
Fed. Meal Rev.-Lunch								
8290	$0.00	0.00 %	$0.00	0.00 %	$28,135.14	1.95 %	$385,672.60	2.36 %
Misc Fed Rev.-Snack								
Federal Reimbursements	**$1,283,186.50**	**91.04 %**	**$9,395,364.10**	**91.75 %**	**$1,221,135.65**	**84.75 %**	**$13,450,320.59**	**82.15 %**
State Reimbursements								
8500	$58,282.90	4.13 %	$363,610.22	3.55 %	$32,527.56	2.26 %	$304,727.02	1.86 %
St. Meal Rev.-Breakfast								
8520	$66,172.86	4.69 %	$375,216.58	3.66 %	$63,555.55	4.41 %	$729,999.42	4.46 %
St. Meal Rev.-Lunch								
State Reimbursements	**$124,455.76**	**8.83 %**	**$738,826.80**	**7.22 %**	**$96,083.11**	**6.67 %**	**$1,034,726.44**	**6.32 %**
Other Revenue								
8638	$0.00	0.00 %	$39.79	0.00 %	($475.48)	-0.03 %	($7,065.81)	-0.04 %
Cash Over & Short								
8699	$1,864.00	0.13 %	$105,113.15	1.03 %	$20,547.00	1.43 %	$246,831.32	1.51 %
Spec Activity/Cater								
Other Revenue	**$1,864.00**	**0.13 %**	**$105,152.94**	**1.03 %**	**$20,071.52**	**1.39 %**	**$239,765.51**	**1.46 %**
Total Revenue	**$1,409,506.26**	**100.00 %**	**$10,239,646.51**	**100.00 %**	**$1,440,867.85**	**100.00 %**	**$16,372,454.54**	**100.00 %**
Expense								
Food Purchases & Govnmt								
4700	$385,477.68	27.35 %	$2,369,454.19	23.14 %	$502,432.12	34.87 %	$5,388,082.77	32.91 %
Food Purchases								
Food Purchases & Govnmt	**$385,477.68**	**27.35 %**	**$2,369,454.19**	**23.14 %**	**$502,432.12**	**34.87 %**	**$5,388,082.77**	**32.91 %**
Supplies								
4300	$6,812.09	0.48 %	$89,690.33	0.88 %	$7,294.75	0.51 %	$101,645.93	0.62 %
Materials & Supplies								
4400	$0.00	0.00 %	$59,312.69	0.58 %	$0.00	0.00 %	$34,408.84	0.21 %
Noncapitalized Equipment-Under $5000								
4790	($23,714.01)	-1.68 %	$51,321.53	0.50 %	$29,770.78	2.07 %	$521,958.05	3.19 %
Supplies (Food)								
Supplies	**($16,901.92)**	**-1.20 %**	**$200,324.55**	**1.96 %**	**$37,065.53**	**2.57 %**	**$658,012.82**	**4.02 %**
Salaries								

Statement of Revenue and Expense

Anaheim Union High School District

EXHIBIT UU

	Period 9 Ending in 03/31/2021				Period 9 Ending in 03/31/2020			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2200	$640,873.62	45.47 %	$5,623,467.25	54.92 %	$743,400.37	51.59 %	$6,030,729.43	36.83 %
Classified Salaries								
2300	$36,409.67	2.58 %	$331,465.37	3.24 %	$36,086.75	2.50 %	$397,724.34	2.43 %
Class.Sup/Admin Salaries								
2400	$34,691.75	2.46 %	$309,978.41	3.03 %	$44,351.20	3.08 %	$381,548.19	2.33 %
Clerical/Office Salaries								
2550	$0.00	0.00 %	$0.00	0.00 %	$12,339.00	0.86 %	$98,712.00	0.60 %
Food Service Vacation Pay								
Salaries	**$711,975.04**	**50.51 %**	**$6,264,911.03**	**61.18 %**	**$836,177.32**	**58.03 %**	**$6,908,713.96**	**42.20 %**
Benefits								
3202	$122,205.34	8.67 %	$1,050,007.96	10.25 %	$127,575.14	8.85 %	$1,060,315.99	6.48 %
PERS, Classified Position								
3302	$54,387.53	3.86 %	$477,562.83	4.66 %	$62,015.68	4.30 %	$512,796.76	3.13 %
OASD/MED/Classified Position								
3402	$193,129.81	13.70 %	$1,774,485.93	17.33 %	$201,770.78	14.00 %	$1,824,929.91	11.15 %
Hlth/Welfare, Classified								
3502	$360.94	0.03 %	$3,127.38	0.03 %	$411.75	0.03 %	$3,396.73	0.02 %
SUI, Classified Position								
3602	$19,065.81	1.35 %	$165,305.43	1.61 %	$20,941.68	1.45 %	$173,215.00	1.06 %
Workers Comp, Classified								
3702	$0.00	0.00 %	$645.63	0.01 %	$0.00	0.00 %	$0.00	0.00 %
Retire. Benefits, Classified								
Benefits	**$389,149.43**	**27.61 %**	**$3,471,135.16**	**33.90 %**	**$412,715.03**	**28.64 %**	**$3,574,654.39**	**21.83 %**
Other Expenses								
5200	$613.09	0.04 %	$4,693.57	0.05 %	$1,269.25	0.09 %	$11,819.07	0.07 %
Travel & Conference								
5500	$9,477.50	0.67 %	$60,812.61	0.59 %	$9,450.00	0.66 %	$200,639.44	1.23 %
Operation & Housekeeping								
5600	$2,963.13	0.21 %	$35,451.64	0.35 %	$4,506.54	0.31 %	$50,634.65	0.31 %
Rental/Lease/Repair								
5800	$186.75	0.01 %	$171,756.25	1.68 %	$317.62	0.02 %	$165,092.21	1.01 %
Prof. Consult Service								
5900	$196.59	0.01 %	$19,162.84	0.19 %	$2,148.80	0.15 %	$32,173.06	0.20 %
Fax, Pager, Postage								
Other Expenses	**$13,437.06**	**0.95 %**	**$291,876.91**	**2.85 %**	**$17,692.21**	**1.23 %**	**$460,358.43**	**2.81 %**
Capital Outlay								
6500	$0.00	0.00 %	$25,048.48	0.24 %	$0.00	0.00 %	$76,883.87	0.47 %
Equipment- Over $5000								
Capital Outlay	**$0.00**	**0.00 %**	**$25,048.48**	**0.24 %**	**$0.00**	**0.00 %**	**$76,883.87**	**0.47 %**
Total Expense	**$1,483,137.29**	**105.22 %**	**$12,622,750.32**	**123.27 %**	**$1,806,082.21**	**125.35 %**	**$17,066,706.24**	**104.24 %**
Net Profit (Loss)	**($73,631.03)**	**-5.22 %**	**($2,383,103.81)**	**-23.27 %**	**($365,214.36)**	**-25.35 %**	**($694,251.70)**	**-4.24 %**

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2020/21 MONTHLY ENROLLMENT REPORT

Month 9

04/05/21 to 04/30/21

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm		SP ED	TOTAL STUDENTS
Anaheim	718	718	613	528	2,577	-		170	2,747
Cypress	667	736	663	705	2,771	1		92	2,864
Katella	640	658	625	585	2,508	1		181	2,690
Kennedy	539	502	519	532	2,092	-		84	2,176
Loara	428	425	423	441	1,717	2		138	1,857
Magnolia	447	354	354	335	1,490	2		142	1,634
Oxford	222	199	197	189	807	1		-	808
Savanna	465	422	339	389	1,615	-		91	1,706
Western	425	395	378	359	1,557	-		104	1,661
Total Comprehensive	**4,551**	**4,409**	**4,111**	**4,063**	**17,134**	**7**		**1,002**	**18,143**
Anahiem Independent Learning Center	-	-	26	123	149	-		-	149
Cambridge Virtual Academy	40	39	18	12	109	-		-	109
Gilbert High School	2	22	233	213	470	1		87	558
Katella Satellite Independent Study	4	12	13	30	59	-		-	59
Kennedy Satellite Independent Study	15	32	42	16	105	-		-	105
Nonpublic School	-	-	-	-	-	-		30	30
Polaris High School	17	12	20	23	72	-		-	72
Special Education Transition Program	-	-	-	-	-			167	167
Western Independent Learning Center	-	6	26	71	103	-		-	103
Total Alternative Ed	**78**	**123**	**378**	**488**	**1,067**	**1**		**284**	**1,352**
Hope	-	-	-	-	-	-		233	233
Total Senior High Schools	**4,629**	**4,532**	**4,489**	**4,551**	**18,201**	**8**		**1,519**	**19,728**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm		SP ED			TOTAL STUDENTS
Ball	408	404	812	-		56			868
Brookhurst	428	495	923	1		49			973
Dale	511	457	968	-		42			1,010
Lexington	567	610	1,177	-		39			1,216
Orangeview	402	406	808	-		46			854
Oxford	228	239	467	-		-			467
South	666	689	1,355	1		66			1,422
Sycamore	647	617	1,264	-		68			1,332
Walker	464	499	963	-		31			994
Total Comprehensive	**4,321**	**4,416**	**8,737**	**2**		**397**			**9,136**
Cambridge Virtual Academy	63	42	105	-		-			105
Nonpublic School	-	-	-	-		8			8
Polaris High School	11	13	24	-		-			24
Total Alternative Ed	**74**	**55**	**129**	**-**		**8**			**137**
Total Junior High Schools	**4,395**	**4,471**	**8,866**	**2**		**405**			**9,273**

DISTRICT TOTAL	**29,001**

EXHIBIT VV

EXHIBIT VV

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2020/2021 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 9

HIGH SCHOOL	Month 8	Month 9	Growth v. (Decline)
Anaheim	2,748	2,747	(1)
Cypress	2,864	2,864	-
Katella	2,695	2,690	(5)
Kennedy	2,183	2,176	(7)
Loara	1,853	1,857	4
Magnolia	1,636	1,634	(2)
Oxford	808	808	-
Savanna	1,707	1,706	(1)
Western	1,661	1,661	-
Total Senior High	**18,155**	**18,143**	**(12)**

JUNIOR HIGH SCHOOL	Month 8	Month 9	Growth v. (Decline)
Ball	869	868	(1)
Brookhurst	976	973	(3)
Dale	1,008	1,010	2
Lexington	1,215	1,216	1
Orangeview	854	854	-
Oxford	468	467	(1)
South	1,421	1,422	1
Sycamore	1,332	1,332	-
Walker	995	994	(1)
Total Junior High	**9,138**	**9,136**	**(2)**

Total Comprehensive Schools	**27,293**	**27,279**	**(14)**

Alternative Education	Month 8	Month 9	Growth v. (Decline)
Anaheim Independent Learning Center	146	149	3
Cambridge Virtual Academy	216	214	(2)
Gilbert High School	563	558	(5)
Hope School	233	233	-
Katella Satellite Independent Study	61	59	(2)
Kennedy Satellite Independent Study	107	105	(2)
Nonpublic School	38	38	-
Polaris High School	95	96	1
Special Education Transition Program	168	167	(1)
Western Independent Learning Center	98	103	5
Total Alternative Ed.	**1,725**	**1,722**	**(8)**
District Total	**29,018**	**29,001**	**(17)**

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2020/21 MONTHLY ENROLLMENT REPORT

Month 10

5/3/21 to 5/25/21

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm		SP ED	TOTAL STUDENTS
Anaheim	717	717	614	527	2,575	-		170	2,745
Cypress	667	736	664	703	2,770	1		92	2,863
Katella	639	658	624	584	2,505	1		180	2,686
Kennedy	539	502	519	532	2,092	-		84	2,176
Loara	426	425	423	441	1,715	1		140	1,856
Magnolia	447	350	355	335	1,487	2		147	1,636
Oxford	221	199	197	190	807	1		-	808
Savanna	463	422	338	389	1,612	-		93	1,705
Western	425	394	378	359	1,556	-		103	1,659
Total Comprehensive	**4,544**	**4,403**	**4,112**	**4,060**	**17,119**	**6**		**1,009**	**18,134**
Anaheim Independent Learning Center	-	-	25	121	146	-		-	146
Cambridge Virtual Academy	40	39	18	12	109	-		-	109
Gilbert High School	2	22	233	212	469	-		88	557
Katella Satellite Independent Study	4	12	13	26	55	-		-	55
Kennedy Satellite Independent Study	15	32	42	15	104	-		-	104
Nonpublic School	-	-	-	-	-	-		31	31
Polaris High School	17	12	20	23	72	-		-	72
Special Education Transition Program	-	-	-	-	-	-		166	166
Western Independent Learning Center	-	8	26	71	105	-		-	105
Total Alternative Ed	**78**	**105**	**377**	**480**	**1,040**	**-**		**285**	**1,345**
Hope	-	-	-	-	-	-		231	231
Total Senior High Schools	**4,622**	**4,508**	**4,489**	**4,540**	**18,159**	**6**		**1,525**	**19,710**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm		SP ED			TOTAL STUDENTS
Ball	408	405	813	-		55			868
Brookhurst	428	495	923	1		49			973
Dale	511	456	967	-		42			1,009
Lexington	563	610	1,173	1		40			1,214
Orangeview	404	405	809	-		46			855
Oxford	228	239	467	-		-			467
South	667	690	1,357	1		66			1,424
Sycamore	646	616	1,262	-		68			1,330
Walker	464	499	963	-		31			994
Total Comprehensive	**4,319**	**4,415**	**8,734**	**3**		**397**			**9,134**
Cambridge Virtual Academy	63	41	104	-		-			104
Nonpublic School	-	-	-	-		8			8
Polaris High School	11	13	24	-		-			24
Total Alternative Ed	**11**	**13**	**24**	**-**		**8**			**136**
Total Junior High Schools	**4,330**	**4,428**	**8,758**	**3**		**405**			**9,270**

DISTRICT TOTAL	**28,980**

EXHIBIT WW

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2020/21 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 10

HIGH SCHOOL	Month 9	Month 10	Growth v. (Decline)
Anaheim	2,747	2,745	(2)
Cypress	2,864	2,863	(1)
Katella	2,690	2,686	(4)
Kennedy	2,176	2,176	-
Loara	1,857	1,856	(1)
Magnolia	1,634	1,636	2
Oxford	808	808	-
Savanna	1,706	1,705	(1)
Western	1,661	1,659	(2)
Total Senior High	**18,143**	**18,134**	**(9)**

JUNIOR HIGH SCHOOL	Month 9	Month 10	Growth v. (Decline)
Ball	868	868	-
Brookhurst	973	973	-
Dale	1,010	1,009	(1)
Lexington	1,216	1,214	(2)
Orangeview	854	855	1
Oxford	467	467	-
South	1,422	1,424	2
Sycamore	1,332	1,330	(2)
Walker	994	994	-
Total Junior High	**9,136**	**9,134**	**(2)**

Total Comprehensive Schools	**27,279**	**27,268**	**(11)**

Alternative Education	Month 9	Month 10	Growth v. (Decline)
Anaheim Independent Learning Center	149	146	(3)
Cambridge Virtual Academy	214	213	(1)
Gilbert High School	558	557	(1)
Hope School	233	231	(2)
Katella Satellite Independent Study	59	55	(4)
Kennedy Satellite Independent Study	105	104	(1)
Nonpublic School	38	39	1
Polaris High School	96	96	-
Special Education Transition Program	167	166	(1)
Western Independent Learning Center	103	105	2
Total Alternative Ed.	**1,722**	**1,712**	**(10)**
District Total	**29,001**	**28,980**	**(21)**

TRANSFERS-INTRADISTRICT 8535.5R

The Board of Trustees desires to provide options that meet the diverse needs, potential and interest of district students and shall annually review enrollment options.

Students who reside within the district boundaries may apply for enrollment in any district school, provided the school is eligible (space, program, status, mandate). The Superintendent or designee shall determine the enrollment capacity of each district school and establish a random unbiased selection process for the admission of students.

TRANSFERS-INTRADISTRICT 8535.5R

Purpose and Intent

The Anaheim Union High School District endorses the neighborhood public school concept. However, the Board recognizes that parents may wish to choose a school of attendance other than the assigned school. The Board of Trustees, therefore, believes that parental choice among a district's public schools should be included as an integral feature of a well-rounded educational environment.

Home school attendance areas are established to optimize use of existing facilities and to avoid crowded conditions. However, requests for Intradistrict Transfers may be made for reasons of personal preference based on the needs of the family or child. No student currently residing within a school's attendance area shall be displaced by another student as a result of the Intradistrict Transfer process (Education Code 35160.5(b)). Once enrolled through an Intradistrict permit, a continuing student shall not have to apply for readmission to that school, for the remainder of the student's continuous enrollment in that school.

TRANSFERS-INTRADISTRICT 8535.5R

GENERAL INFORMATION

A. The Superintendent or designee may approve a student transfer back to the school of residence at any time during the year upon request by the parent providing that exceptional circumstances exist and space is available.

B. The Superintendent or designee will set the Intradistrict Transfer application submission period(s) and qualifications to apply. All information will be posted on the Districts website for parents/guardian and students to review.

C. California Interscholastic Federation (C.I.F.) athletic eligibility rules will apply in all instances. Parents or guardians of student athletes should confer with their high school principal prior to requesting a transfer.

D. Parents/guardians will be notified in a timely manner of the status of their student's school

E. School transportation for any student who transfers to an alternate school of attendance shall be the responsibility of the student's parent or guardian unless the transfer was approved under any government program that provides for transportation, and the parent makes such a request.

F. Transfers will not be approved that result in overcrowding at any school**.**

G. The district reserves the right to authorize the discipline transfer of any student at any time.

INTRADISTRICT TRANSFERS

Anaheim Union High School District students residing in any Board approved home school attendance area shall first be provided the option of attending their neighborhood school. After all children within each school's attendance area have been accommodated, remaining placement requests will be honored until a given school has reached its defined enrollment capacity:

A. The Superintendent or designee shall identify those schools within the district that may have available capacity for additional students. This determination will be made utilizing state capacity calculations indicating overcrowded schools as those exceeding its state rated capacity.

B. The school requested through an Intradistrict Transfer application must be qualified for the transfer and have adequate room for additional enrollment.

C. All students who submit applications to the district during the declared Intradistrict period shall be eligible for consideration for admission to their school requested.

D. The Superintendent or designee shall inform all Intradistrict Transfer applicants as to whether their application was approved, denied or placed on an enrollment waiting list.

E. Applicants who receive approval for their Intradistrict Transfer must confirm their enrollment with that school upon receipt of their written notification.

F. Applicants who receive approval for their Intradistrict Transfer are guests of their requested school and must adhere to the following terms of enrollment:

1. Must maintain a 2.0 GPA with no F grades
2. Must maintain positive attendance; the student cannot be deemed Chronically Absent; missing 10% or more of the current school year
3. Must maintain positive behavior expectations as defined by the discipline policy
4. School transportation for any student who transfers shall be the responsibility of the student's parent or guardian
5. Students who do not adhere to the terms of enrollment on an Intradistrict Transfer will be notified in writing of the infraction and intent to revoke the permit.

G. Students whose permit is revoked may not be eligible to apply for another Intradistrict Transfer until the following school year.

NON-REQUIREMENTS TO THE DISTRICT

In implementing the Intradistrict Transfer programs, the district is not required to:

A. Make alterations in the structure or grounds of any schools or make alterations to the arrangement or function of rooms within district schools unless required through government mandates.

B. Establish and offer any particular program in a school if such program is not offered currently in each school in the District.

C. Alter or waive any established eligibility criteria for participation in a particular program including age requirements, course prerequisites or required levels of performance.

CONCURRENT ENROLLMENT IN AUHSD SCHOOLS

A student may enroll in another AUHSD junior high or high school for sound educational purposes while maintaining concurrent enrollment at the student's assigned resident high school or independent study program.

When this occurs, a student's transcript will show the grade received in the course taken through another school program. It will be noted on the student's transcript where the course was completed.

Prior approval is needed for concurrent school enrollment. A meeting shall be held with the student, counselor, administrator, and parent when possible. During the meeting the following will be determined in writing:

1. The concurrent enrollment will enhance the student's progress towards meeting graduation requirements and/or postsecondary goals.

2. The student's participation in the concurrent enrollment program is voluntary and approval is based on classroom seat availability.

3. Seventh through twelfth grade students must be enrolled in at least 240 minutes at their school of residence. (Education Code 46100)

AR 8535.5R Transfers-Intradistrict / AR 7807(6158) Independent Study

Independent Study <-> Comprehensive High School IS: Polaris, Katella IS, Kennedy IS, Anaheim ILC, Western ILC	Cambridge Virtual Academy <-> Comprehensive Junior High or High School CVA to Comp Site Comp Site to eLearning	All HS High School to High School Dual Enrollment, After School ROP, JROTC
Guidelines for Concurrent Enrollment Coursework **Anaheim Union High School District independent study students may apply for concurrent enrollment at their assigned resident comprehensive high school site. In the event the student is an inter-district transfer, the home site will be assigned by AUHSD.** **If a student is an interdistrict transfer, AUHSD assigns the home site. The home site is determined based on a variety of factors including but not limited to residential proximity, special program interest, and athletic eligibility.** **A student is allowed to apply/enroll in a maximum of two courses at their assigned home site, and placement will be contingent on available seats.** **If the requested course or pathway/program is not available at the assigned home site, a student may apply to the requested program/school. Enrollment is based on availability. The school where the course or pathway/program is taken does not become the home site.** **Additionally, concurrent**	**Guidelines for Concurrent Enrollment Coursework** **Anaheim Union High School District CVA students may apply for concurrent enrollment at their assigned resident comprehensive junior high or high school site. In the event the student is an inter-district transfer, the home site will be assigned by AUHSD.** **If a student is an interdistrict transfer, AUHSD assigns the home site. The home site is determined based on a variety of factors including but not limited to residential proximity, special program interest, and athletic eligibility.** **A student is allowed to apply/enroll in a maximum of two courses at their assigned home site, and placement will be contingent on available seats.** **If the requested course or pathway/program is not available at the assigned home site, a student may apply to the requested program/school. Enrollment is based on availability. The school where the course or pathway/program is taken does not become the home site.** **Additionally, concurrent enrollment includes coursework taken in after school ROP and dual enrollment.**	**Guidelines for Concurrent Enrollment Coursework** **Anaheim Union High School District students may apply for concurrent enrollment at another AUHSD comprehensive high school site. The courses allowed for concurrent enrollment must be a course or pathway/program that is not offered at the student's assigned resident high school site.** **A student is allowed to apply/enroll in a maximum of two courses at their assigned home site, and placement will be contingent on available seats.** **If the requested course or pathway/program is not available at the assigned home site, a student may apply to the requested program/school. Enrollment is based on availability. The school where the course or pathway/program is taken does not become the home site.** **Additionally, concurrent enrollment includes coursework taken in after school ROP and dual enrollment.** **Concurrent enrollment does not include the access to the concurrently enrolled high school site's sports programs, clubs, school dances, and any**

enrollment includes coursework taken in after school ROP and dual enrollment. **Concurrent enrollment does include the access to the concurrently enrolled high school site's sports programs, clubs, school dances, and any extracurricular activities.** **The principal/director of curriculum and instruction may approve the request for concurrent enrollment, if the following conditions are met:** **1. There is a meeting held with the student, parent/guardian, counselor, and an administrator documenting approval to apply.** **2. Approval of course placement is based on the class seat availability.** **3. The student must be fully enrolled in their Independent Study Program according to the terms of the Independent Study Master Agreement.** **Any courses taken as concurrent enrollment will be in addition to the courses in the Independent Study Master Agreement.** **4. The district will not provide transportation services. Transportation is the responsibility of the student and family.** **5. Students must maintain passing grades in all classes at school of residence and concurrently enrolled school. If a student is failing a class at either program,**	**Concurrent enrollment does include the access to the concurrently enrolled high school site's sports programs, clubs, school dances, and any extracurricular activities.** **The principal/director of curriculum and instruction may approve the request for concurrent enrollment, if the following conditions are met:** **1. There is a meeting held with the student, parent/guardian, counselor, and an administrator documenting approval to apply.** **2. Approval of course placement is based on the class seat availability.** **3. Students participating in Course-Based Independent Study Program must be fully enrolled based on the combined daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.** **A concurrent enrollment course may be included in the required number of classes (six classes for 9th, 10th, and 11th graders; five classes for 12th graders) (Education Code 46100)** **a. CVA students must take at least four classes in their independent study program.** **4. The district will not provide transportation services. Transportation is the responsibility of the student and family.** **5. Students must maintain passing**	**extracurricular activities.** **The principal/director of curriculum and instruction may approve the request for concurrent enrollment, if the following conditions are met:** **1. There is a meeting held with the student, parent/guardian, counselor, and an administrator documenting approval to apply.** **2. The course(s) the student selects must be a course or pathway/program that is not offered at their current school. Approval of course placement is based on the class seat availability.** **3. The course may be included in the required number of classes (six classes for 9th, 10th, and 11th graders; five classes for 12th graders); however, all students must take at least four classes or 240 minutes in their resident comprehensive high school. (Education Code 46100)** **4. The district will not provide transportation services. Transportation is the responsibility of the student and family.** **5. Students must maintain passing grades in all classes at school of residence and concurrently enrolled school. If a student is failing a class at either program, the administrator from the school of primary enrollment will determine if the student may continue concurrent enrollment.)** **6. Students must maintain satisfactory attendance at school of residence and concurrently**

the administrator from the school of primary enrollment will determine if the student may continue concurrent enrollment.) **6. Students must maintain satisfactory attendance at school of residence and concurrently enrolled school. Students may be dropped for excessive absences and tardies.** **7. Students will need to reapply each year to continue in concurrent enrollment. Approval/acceptance will be based on seat availability.**	**grades in all classes at school of residence and concurrently enrolled school. If a student is failing a class at either program, the administrator from the school of primary enrollment will determine if the student may continue concurrent enrollment.)** **6. Students must maintain satisfactory attendance at school of residence and concurrently enrolled school. Students may be dropped for excessive absences and tardies.** **7. Students will need to reapply each year to continue in concurrent enrollment. Approval/acceptance will be based on seat availability.** **<u>Extracurricular Activities</u>** **School Dances:** • **Students may participate in their home site school dances. Students must obtain approval by the CVA principal (or designee) and use the home site guest pass process.** • **If a student is going to be a guest at another school's dance, the CVA principal (or designee) would be the administrator that signs the permission slip.** **Clubs and Lunch:** • **Students may attend lunch or a club at their home site if their concurrent course is scheduled in the period directly before or after lunch.** • **Students may attend lunch or a club at their home site if it is pre-arranged and pre-approved between the home school and CVA**	**enrolled school. Students may be dropped for excessive absences and tardies.** **7. Students will need to reapply each year to continue in concurrent enrollment. Approval/acceptance will be based on seat availability.**

	administrator (or designee). **Check-in and Check-out Process:** • **Students are required to check-in with the home site main office upon arrival.** • **Students must wear a visible ID that indicates their permission to be on the home site campus.** • **Students are required to check-out with the home site main office when leaving campus.**	

Legal References:

Education Code

35160.5 Policy Required on Curricular and Extra Curricular Activities 35351 Discrimination
48204 Compulsory Education Law 48980 Notification of Parent or Guardian

No Child Left Behind Act of 2001 Public Law 107-110

Board of Trustees March 1994
Revised: July 18, 1996
Revised: September 1997
Revised: February 1999
Revised: February 2000
Revised: January 2001
Revised: August 2003
Revised: June 2010
Revised: December 2011
Revised: December 2016
Revised: December 2019
Revised: TBD
E

EXHIBIT YY

Professional Development Confirmation Agreement

Prepared for

Ball Junior High School

March 9, 2021

Capturing Kids' Hearts, 1199 Haywood Drive, College Station, TX 77845
800.316.4311 www.CapturingKidsHearts.org

EXHIBIT YY

Ball Junior High School
1500 West Ball Road
Anaheim, CA 92802

Thank you for selecting Capturing Kids' Hearts to provide your staff development needs. We look forward to serving you. Our goal is to provide you with a training that will both motivate and empower the participants to a new level of success.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Ball Junior High School ("CUSTOMER"). Please take a moment to review the information that follows and then sign and return this form to us promptly in order to confirm your training reservation.

SECTION 1: TRAINING INFORMATION

Product	Date and Time
Capturing Kids' Hearts Recharged™* One, half-day training session for up to 60 participants from the same campus	August 9, 2021 In-Service Time: 9:00am - 12:00am

***Prerequisite:** minimum of 80% of the participants must have completed *Capturing Kids' Hearts 1* training.

SECTION 2: TRAINING SET-UP SPECIFICATIONS

Note: All facility details will need to be coordinated and funded by CUSTOMER**.** As you know, the environment in which the training is conducted impacts training effectiveness. In order to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.

- The following pieces of equipment to be provided, set up, and tested for function prior to our arrival at the presentation:
  - Wireless lavaliere microphone allowing much freedom of movement (for groups of 50 or more people)
  - Table or podium for materials
  - Post-it style flipchart pad with easel and selection of colored markers
  - Video projector, laptop, connections cables, remote, large screen and speaker system
- Location must have good lighting.
- Location must have comfortable seating and good acoustics.
- Cannot be held in a gymnasium.
- Meeting room should be set in a "Modified Chevron" shape with no participant's back positioned toward the presenter (See Appendix A).

SECTION 3: INVESTMENT

Contract Fee: $3,000.00
Travel Fee: $1,000.00*
Total: $4,000.00

Authorized Signer Initials ____
Ball Junior High School
August 9, 2021

For services performed in the state of New Mexico, sales tax applies at the rate of 5.125%.

**Travel packages will be billed at rate of $1,000.00 for one-day events, $1,500.00 for two-day events and $1,800.00 for three-day events (per trainer). Travel rates are subject to change. Travel expenses that Capturing Kids' Hearts has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks notice, may result in an extra charge to your organization.*

SECTION 4: PAYMENT POLICIES

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable); will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

SECTION 5: EVENT CONFIRMATION

- Both parties will consider this program confirmed upon the signing of this agreement prior to April 10, 2021. Upon execution of this Agreement, Capturing Kids' Hearts will reserve your function at the exclusion of all other business opportunities.
- CUSTOMER grants Capturing Kids' Hearts permission to contact its employees and or faculty members via email.

SECTION 6: RESCHEDULING/CANCELLATION POLICY

- Capturing Kids' Hearts can honor rescheduling requests 30 days or more before the first day of the event at no penalty and can be rescheduled for another time based on availability.
- Should CUSTOMER notify Capturing Kids' Hearts less than 30 days before the first day of the event, then both parties understand this event has been cancelled and the full contract fee will be assessed.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances.
- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

SECTION 7: INTELLECTUAL PROPERTY POLICY

- Capturing Kids' Hearts intellectual property is a crucial part of providing training materials and consulting services to its clients, and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect the COMPANY's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this

paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of

Capturing Kids' Hearts. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect Capturing Kids' Hearts intellectual property.

- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.

SECTION 8: CONFIRMATION

I have read and understand the policies of Capturing Kids' Hearts as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: _____ Date: 6/18/21
(CUSTOMER's Authorized representative)

Print Name: Dr. Jaron Fried Title: Assistant Superintendent, Ed. Division

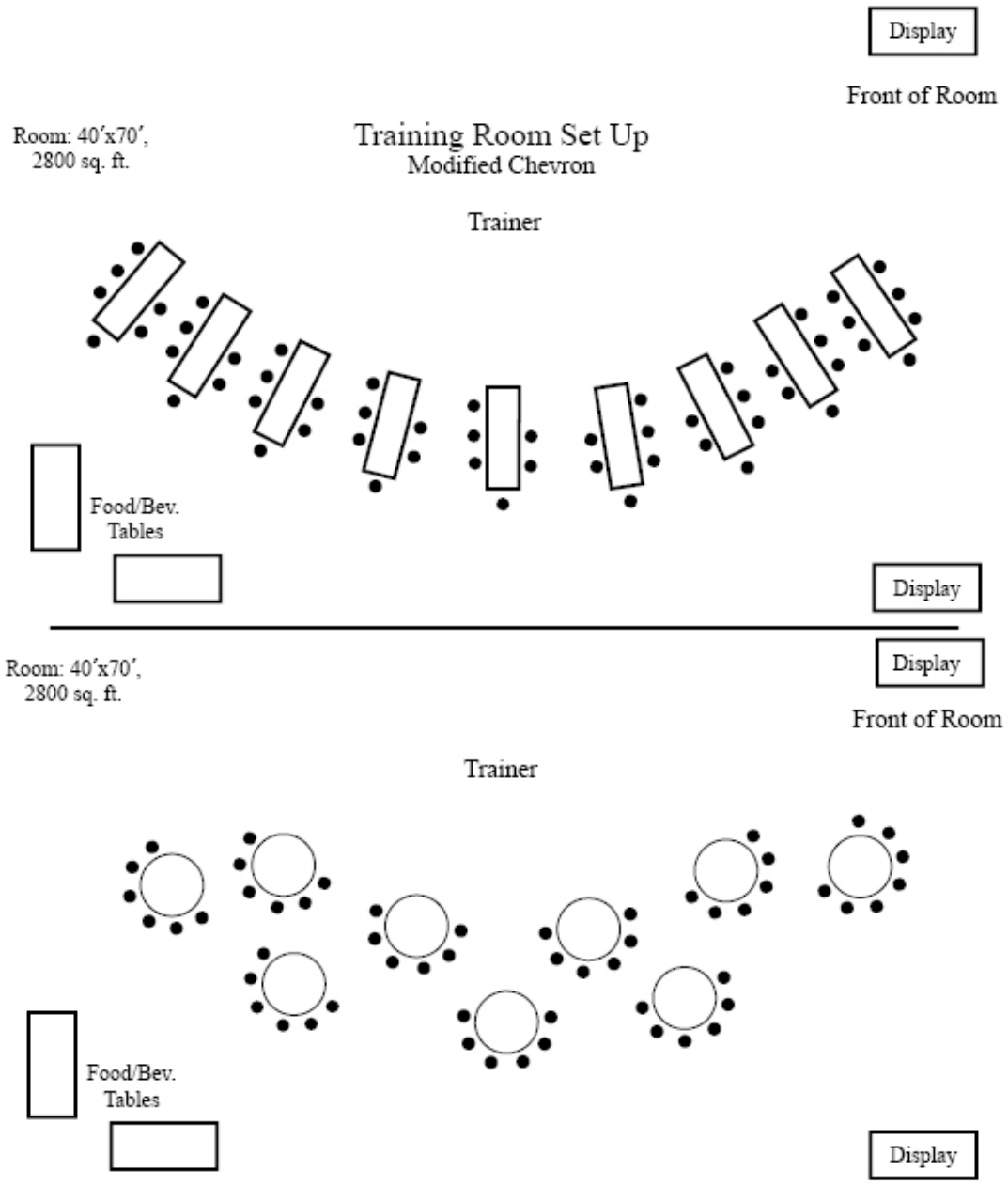
SECTION 9: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts
Attn: Angie Shoffner
Angie.Shoffner@capturingkidshearts.org
1199 Haywood Drive
College Station, TX 77845
Phone: 800-316-4311
Fax: 877-941-4700

Authorized Signer Initials ____
Ball Junior High School
August 9, 2021

APPENDIX A



Please choose based on table type availability or if both table types available, please choose based on room shape/size to maximize walking/movement space for both the facilitator and participants.

Authorized Signer Initials ____
Ball Junior High School
August 9, 2021

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

17	day of	June	2021

by and between

Illumination Institute

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Illumination Institute will provide professional learning and instructional resources for teachers, administrators, staff, and parents throughout the District. Illumination Institute is a non-profit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. Illumination Institute has developed their own simple and practical mindfulness curriculum designed to benefit people of all ages and backgrounds.

Activities to include, but are not be limited to:

1) Provide professional development for school teams on how to help students discover self-control, self-awareness, and respect through mindfulness.
2) Provide age-appropriate instructional materials that boost self-esteem and foster successful transition to high school or college and career. The lessons teach self-awareness, thoughtfulness, gratitude and confidence, helping students feel supported and grounded, as they transition into their teenage years. There are also lessons specific for young adults, who are preparing for college and facing the challenges of young adult life. Students are asked to imagine the hardships of others, encouraging social-emotional learning, while teachers lead students through in-depth discussions on self-awareness and gratitude.
3) Provide training for parents on self-control, self-awareness, as well as how to nurture socioemotional skills through mindfulness.

Site/School:	District Schools	Funds (Cost Center):	Expanded Learning Opportunity Grant

2. List of Other Supportive Staff or Consultants:

No other support staff is required.

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

Date:	June 18, 2021

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2022

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

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

AUHSD staff will provide demographic information as requested for each school.

5. District shall pay Consultant the maximum amount of

$93,500

for services rendered

to # of people:	School teams of 7 to 15 administrative/teacher leaders	# hours per day:	2-6	# of days:	15

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss,

damage, or expense of any nature whatsoever, which may be incurred by reason of:

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

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

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

8. This AGREEMENT is not assignable without written consent of the parties hereto.

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

10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.

11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

As a result of this AGREEMENT: 1) District and school site initiatives will be integrated and aligned, to result in higher measurable achievement for all students; 2) School site understanding, and use of processes and tools, including the Single Plan for Student Achievement, interventions, and professional collaboration and development will focus on the site-specific needs of students and educators;

3) Proven protocols will further link school climate to improved student achievement of identified AUHSD target populations, including English learners and students participating in special education;
4) Collaboration within and across content areas will provide student access to, and support of, strategies that build self-esteem and confidence; and,
5) Successful work on real issues at sites will enhance the capacity of the collaborative community of administrators and teachers, in order to transform and sustain the achievement of all students.

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

The consultant is an established expert in the area of mindfulness techniques and has developed specific lessons for junior high school and high school aged students.

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

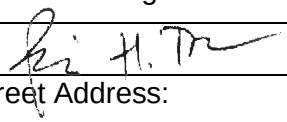
No technical support will be required.

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

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

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

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

CONSULTANT:	DISTRICT:
Typed Name of consultant **(same as page 1)**:	
Illumination Institute	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Brian Ton, Chief Executive Officer	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
10061 Talbert Avenue	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Fountain Valley, CA 92708	**Anaheim, CA 92803-3520**
Date:	Date:
5/15/2021	6/18/21

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	501 (c) 3

Social Security Number* or	Federal Identification Number*
	81-2103843

*Or, initial below:

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

Telephone Number:	E-mail Address:
(888) 825-9001	brian@illuminationinst.org

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature		Date:	6/2/21

EXHIBIT AAA

TeachFX & Anaheim Union High School District Partnership Agreement

June 17, 2021

This is an agreement, along with Exhibits A and B, between TeachFX, Inc. and Anaheim Union High School District (AUHSD) regarding a partnership for the 2021-22 and 2022-23 school years (July 1, 2021 through June 30, 2023) to build teacher capacity and to promote the 5 Cs by enhancing teacher expertise to better engage students in meaningful learning activities that encourage collaboration, communication, creativity, critical thinking, and compassion and character development in AUHSD classrooms.

I. PARTNERSHIP BACKGROUND

AUHSD has been engaged in a deepening partnership with TeachFX since November 2018. The partnership began as a pilot focused on better engaging AUHSD students, and English learners in particular, to meet the district's 30% student talk goal, created by the AUHSD EL Task Force. A presentation of data and teacher feedback from this pilot is available **here**.

With AUHSD's focus on promoting the 5 Cs, LCAP priorities, and the CPSF, the partnership has grown and TeachFX has adopted a more holistic approach in its work with the district. Today, TeachFX has become a key professional learning partner to AUHSD, in addition to district educators using the TeachFX app and the newly developed Equitable Classrooms software for virtual learning.

You can hear more from AUHSD teachers about the history of the partnership between the district and TeachFX in these videos: **link 1**, **link 2**.

A. About TeachFX

TeachFX is a professional learning organization whose mission is to promote more meaningful and equitable student discourse in the classroom. Our work includes:

- **Professional Learning**. Designed and led by Professor David Brazer of Stanford University's Graduate School of Education and George Mason University, TeachFX's professional learning focuses on instructional practice, equity, and student voice.
- **TeachFX App**. TeachFX has developed unique software powered by sophisticated voice artificial intelligence (AI) that enables teachers to record audio of their classes and, within minutes, receive detailed pedagogical feedback on their teaching practice, including analysis of student engagement, equity of voice, academic language, levels of question, linguistic uptake, use of wait time, and other discourse patterns in their classroom.
- **Equitable Classrooms**. In online learning, TeachFX's Equitable Classrooms software uses AI to provide unprecedented visibility into equity of voice — by race, grade level, EL status, SWD status, or any other characteristic — across an entire district.
- **Data Science & Analytics**. Our team of data scientists analyze the rich data generated in the district by the TeachFX and Equitable Classrooms software in order to surface successes and opportunities for growth in future professional learning plans.
- **Thought Partnership & Leadership Development**. Focused on continuous improvement and based on Prof. Brazer's publications, courses, and leadership of Stanford GSE's Policy, Organization, & Leadership Studies program, TeachFX provides learning opportunities for leaders as well as district-level consultation and thought partnership.

B. Professional Learning in AUHSD

TeachFX is delivering comprehensive professional learning for teachers and school leaders in AUHSD. Below is a snapshot of the breadth and depth of engagement with TeachFX PL across AUHSD during the current semester (spring 2021):

- **14 schools** engaged in TeachFX's PL, planning and customizing professional learning workshops for their teachers and leaders.
- 1**59 hours** of consultation, leadership development, in-depth discussion, and collaborative planning with AUHSD leaders.
- **44 hours** of tailored professional learning sessions, each designed to further key district goals while addressing unique school needs and challenges.

- **9 themes** were explored this spring, including Student Discourse; Whole-Student Learning; Stress, Performance & Motivation; Equity; and Instructional Leadership
- **513 teachers** participated in (and gave excellent reviews to) TeachFX professional learning sessions, engaging in 3.3 sessions per teacher on average.
- **Videos of AUHSD teachers reflecting on their experience with TeachFX professional learning, as well as a case study of the professional learning journey at Magnolia HS, can be found here.**

C. The TeachFX App in AUHSD

Engagement with the TeachFX app in AUHSD is exceptionally strong. 373 AUHSD teachers have adopted TeachFX, with 8.4 recordings per active user in the district.

An Anaheim teacher using TeachFX is getting more instructional feedback in one month than a typical tenured teacher in the US receives in six years.

D. Additional Context: TeachFX, AUHSD, and the 5 Cs

TeachFX and AUHSD's goal with this partnership is to help all AUHSD educators fulfill the 5 Cs in instruction measured in part by achieving 30% student oral discourse in class. This is driven by a theory of change that better student engagement and more student-centered instruction are the key building blocks to generating equity for diverse learners and creating collaborative classroom environments that promote communication, creativity, critical thinking, and character and compassion. TeachFX and AUHSD mutually seek to empower teachers to measure and make progress on student engagement and student talk in their classrooms, in order to track progress toward the district's goal of increasing oral discourse, particularly for English learner students, to 30% of class time. The goal of engaging students in meaningful and equitable discourse remains of highest priority, and the focus of the partnership is building teachers' expertise, knowledge, and reflective capacity for generating student engagement.

TeachFX is an organization that provides consultative and professional learning services to districts leveraging the TeachFX software tool the organization has developed. The TeachFX software is a reflective instruction tool that is designed to allow teachers to see evidence of and track progress toward the realization of classrooms that exhibit the 5 Cs of collaboration, communication, creativity, critical thinking, and compassion and character. The tool works for both online and in-person classes, with enhanced reports containing additional metrics available for online instruction.

Specifically, the TeachFX software tool can show teachers how well they are…

- Promoting **collaboration** by doing the following:
    - Checking the TeachFX Summary Metrics to see if they are providing approximately 30% of class time for intentional talk for students to participate in discussions, debates, oral presentations, and group projects.
    - Reviewing the TeachFX's Highlights feature to see their diversity of class participation so they can ensure they are creating a safe, equitable learning environment that builds community and invites teamwork and where students feel comfortable asking questions.
    - Using TeachFX Group Talk metrics to find evidence that they are building opportunities for students to learn how to engage with teammates, set norms, and handle conflict.
- Promoting **communication** by doing the following:
    - Viewing the TeachFX Student Talk and Group Talk metrics to make sure they are allowing students to practice oral communication and ensuring approximately 30% of class time is dedicated to providing formal (Student Talk) and informal (Group Talk) speaking opportunities.
    - Playing back TeachFX Highlights to find evidence that they are providing opportunities for students to communicate verbally with various audience, including peers, teachers, and outside audiences and developing speaking and listening skills with the use of technology to analyze purpose, key points, implications, tone, etc.
    - Using the Questioning Insights in TeachFX to practice asking open-ended questions to facilitate discussion and debate and demonstrate multiple ways to interpret and answer a question.
    - Using the Student Talk Insights in TeachFX to find evidence of and receive feedback on how well they are encouraging students to develop their independent voice, and asking students for their opinions and choices regarding the mode and topics of instruction.

- Promoting **creativity** by doing the following:
    - Using the Teacher Talk Insights in combination with the Highlights feature in TeachFX to ensure they are valuing and rewarding curiosity and innovation by encouraging students to question, explore, and investigate topics rather than simply asking students to produce "correct" answers.
    - Evaluating Lesson Design in TeachFX to see if they are providing opportunities for students to pitch ideas, present their work, and gather feedback.
    - Listening to TeachFX Highlights for evidence of a safe learning environment where originality of ideas, uncertainty, taking risks, and learning from failure are encouraged over procedural "answer getting" that focuses on avoiding mistakes.
    - Using the Volleyball Insights in TeachFX to ensure they are encouraging students to facilitate their own learning and to explore areas of interest.
- Promoting **critical thinking** by doing the following:
    - Conducting Lesson Plan analysis in TeachFX to validate the existence in their classroom of learning opportunities such as AUHSD Talks, Project Based Learning, DBQs, Civic Inquiry, and performance tasks that are open-ended, intentionally challenging to students, connected to meaningful real-life contexts, relevant to students' lives, and aligned to students' interests. Are lessons inquiry-based, open-ended, challenging, meaningful, and relevant as indicated by significant Student Talk in response to these activities and tasks?
    - Listening to Highlights to see if they are allowing students to formulate independent, critical thoughts throughout the process of completing assignments.
    - Using the Wait Time Insights in TeachFX to find evidence of and receive feedback on how well they are giving students time to process material or concepts, and to discuss and evaluate content.
    - Viewing Turn Taking and Transcription functionality in TeachFX to find evidence that they are regularly checking for understanding, adjusting instruction as needed, and providing opportunities for students to reflect on learning.
    - Using the Volleyball Insights in TeachFX to find evidence of and receive feedback on how well they are encouraging students to ask critical questions and consider diverse perspectives about subject matter to facilitate discussion, clarify, and extend students' thinking.
- Promoting **compassion and character** by doing the following:
    - Using the Group Work Insights and Highlights feature in TeachFX to find evidence of and receive feedback on how well they are giving time and creating positive opportunities for students to get to know each other and be known as an individual by teachers and peers, exploring, respecting, and celebrating the diversity of the school community.
    - Analyzing the Transcription and Highlights to find evidence of and receive feedback on how well they are providing a learning environment and classroom culture that allows students to see and understand other points of view, and feel a sense of responsibility to and for one another.
    - Using Playback functionality in TeachFX to ensure they are modeling leadership and civic inquiry in addition to demonstrating open-mindedness, and building positive relationships.

It is the mutual goal of TeachFX and AUHSD that teachers develop capacity to understand how to use the TeachFX software tool in the ways outlined above, so that educators in the district can fully leverage the technology to promote, develop, and practice the 5 Cs within their schools and classrooms. The services that follow outline the ways in which the TeachFX team will support AUHSD in doing so.

II. SERVICES & SOFTWARE

The TeachFX partnership with AUHSD includes software licenses to the TeachFX app for any teacher in the district who desires one through June 30, 2023 (projecting that approximately 500 AUHSD teachers will utilize the software during that time), as well as training, implementation, teacher professional learning, data analysis services, and leadership development services.

Overall, these services are consultative in nature and take a holistic approach meant to help streamline district initiatives to promote the 5 Cs within its student body. TeachFX and AUHSD see our relationship as a long-term partnership. Both parties also understand the importance of a slow, gradual adoption of the TeachFX app to maximize teacher autonomy and buy-in.

TeachFX's professional learning services are crafted to help instructional leaders within the district design collaborative professional environments that promote teacher learning to help foster improvement in instruction so

that collaboration, communication, creativity, critical thinking, and character and compassion are evident in all AUHSD classrooms. These services are also crafted, in part, to help district teachers best leverage the TeachFX software tool to find evidence, receive feedback, and track progress on how well they are fostering collaboration, communication, creativity, critical thinking, and character and compassion in their classroom, so that the district can achieve the its larger goals for instruction and student engagement.

Presently, TeachFX services are provided by the following individuals: Jamie Poskin, TeachFX's Founder and Executive Director, and a former teacher, coach, and athletic director; Professor David Brazer, TeachFX's Director of Professional Learning, and a former teacher, assistant principal, principal, and professor of education at George Mason University and Stanford University; and Debra Russell, TeachFX's Head of Engagement and a former teacher, instructional coach, and professional developer.

The components of the partnership that TeachFX will provide to AUHSD are outlined below:

A. Professional Learning

One of the core services TeachFX provides is designing or co-designing professional learning experiences to be led either by TeachFX personnel or by educators within the district. With AUHSD, TeachFX will design and deliver the professional learning workshops with school leaders across the district. TeachFX will also design any professional learning materials and experiences requested by the district in site-based planning meetings.

Professional learning will be designed and delivered utilizing a cohort-based approach, where teachers engage in a shared learning experience with TeachFX's professional learning team. For AUHSD, TeachFX will provide a tailored professional learning experience for an estimated 12 school sites, with 2-4 cohorts of teachers in each school. Each of these cohorts of teachers will each have the opportunity to engage in a 5-part series of workshops with a TeachFX facilitator. The content and themes of each series will be determined in collaboration between TeachFX and site leadership teams; some examples of TeachFX's most popular previous offerings are outlined **here**. TeachFX seeks to co-design all professional learning experiences such that the content is relevant to AUHSD teachers to the greatest extent possible. As such, TeachFX personnel will be made available to AUHSD staff to plan and co-design sessions together. Content for professional learning could include, for example, equitable student engagement, development of pedagogical content knowledge, understanding talk moves, or high-impact instructional strategies that meet district-wide student discourse goals. Additionally, TeachFX personnel will be available by request to help incorporate the use of TeachFX into any additional professional learning workshops planned within the school.

The dates of all professional learning workshops will be determined jointly by AUHSD and TeachFX. The workshops will be co-designed by TeachFX and AUHSD staff whenever desired, and, as has been done in the past with the two parties, will focus on topics of importance to the district, particularly engaging students and promoting discourse in online classrooms and synchronous virtual learning environments.

B. Software Licenses

AUHSD will receive a district license for the TeachFX platform to be used primarily by AUHSD teachers. A TeachFX software subscription provides account holders with unlimited access to the following features: recording capabilities from smartphone (Android and iOS), tablet, laptop, and desktop devices; Zoom and Teams integrations; audio playback; class transcriptions in any language; teacher talk, student talk, group talk, and wait time metrics; the ability to share recordings and class reports; analytics of classes over time; scheduling functionality; written comments linked to audio; live note-taking ability for class observations; the ability to set goals in focus areas; feedback on levels of questioning, equity of voice, use of lecture, use of wait time 1 and wait time 2, teacher "uptake" of student contributions, and use of "volleyball"-style discourse; and the coaching center, where coaches and teachers can collaborate with each other through the TeachFX platform by using TeachFX to record coaching observations, one-on-one meetings, share classes, make comments, and suggest action items, among other features. This subscription package covers licenses for any teacher in the district who wishes to adopt the TeachFX app.

TeachFX's software is designed to empower teachers. The software is meant for teachers to use voluntarily to improve their practice without fear of being judged or evaluated. TeachFX data is private to the teacher using the software. Only the teacher can listen back to his or her classes and see related metrics. Teachers can also delete a class at any time. As such, AUHSD agrees that TeachFX software will never be used for evaluative purposes,

and will never be mandated as compulsory for teachers, who shall always maintain their autonomy in deciding when and whether to use the TeachFX app.

C. Technical Support

TeachFX staff will provide AUHSD administrators and teachers with technical support on an as-needed basis. Specifically, TeachFX will be available for check-in calls with AUHSD leadership and will provide technical assistance as required for all AUHSD educators on an ongoing basis through a number of channels, including in-app, email, and phone support.

D. Data Analysis & Leadership Consultation

TeachFX will provide AUHSD with data services each semester whereby the TeachFX data science team will analyze the data generated by the TeachFX software platform in the school to uncover key insights that can be leveraged toward school learning, allowing for targeted interventions and professional learning opportunities that serve the specific needs of AUHSD teachers, and for the evaluation of professional learning initiatives. The TeachFX team will meet with AUHSD leaders each week, at a time mutually agreed upon, to discuss this data and to provide leadership consultation on the design and direction of the partnership overall based on "what the data is telling us" and how that impacts instructional leadership going forward. Note that individual teacher level metrics on TeachFX are private to teachers, but that anonymized and aggerated data will be analyzed and discussed in these meetings.

The TeachFX software tool generates a tremendous amount of data that can be leveraged toward district learning, allowing for targeted interventions and professional learning opportunities that serve the specific needs of teachers within the district. Because of this, an additional service TeachFX provides is the mining and analysis of this data, to surface relevant insights and suggestions based on trends in the data. On a regular basis, TeachFX will pull carefully anonymized data from the software application, and perform in-depth analyses on that data to help the district answer key questions — such as whether teachers are making progress in their questioning technique, employing high leverage group activities, or using of wait time effectively — across different "buildings" or subject areas. This analysis will be instrumental in informing the plans TeachFX makes with AUHSD.

Near the end of the school year, TeachFX will engage AUHSD leaders in a presentation of the qualitative and quantitative instructional data from the year, a reflection on the partnership thus far, and a visioning for the future. This will be an opportunity for AUHSD to view comprehensive anonymized and aggregated data from the TeachFX software platform, including but not limited to the following reports: comprehensive analysis of student-centered instructional strategies (e.g., open-ended questions, wait time, etc.); trend analysis of discourse ratios to identify instructional strengths and build on and areas of growth; and cohort analysis to pinpoint opportunities for targeted instructional support. This will also be an opportunity to hear qualitative feedback from teachers, and to plan for next steps. The timing of this meeting with be mutually agreed upon by both parties.

TeachFX will provide consultative services to AUHSD at both the district and school site levels related to district priorities and the transition to online learning. This will include weekly planning calls with Manuel Colón, Jackie Counts, and other district administrators as needed, as well as school site consultation with the instructional leadership teams at each building. These consultative meetings will be strategic and reflective in nature, with TeachFX personnel serving as inquirers and facilitators, for the purpose of planning optimal activities to support teacher growth in promoting the 5 Cs. In general, TeachFX will aim to provide any assistance or consultation AUHSD needs throughout the agreement period.

At the cabinet level, TeachFX will provide extensive thought partnership and implement support services as outlined in ***EXHIBIT A***.

III. COST & PAYMENT SCHEDULE

TeachFX will provide these partnership services and software to AUHSD for an annual cost of $330,000 for two full years from July 1, 2021 through June 30, 2023. This price reflects a significant discounts provided to AUHSD as compared to typical pricing for TeachFX outlined below:

List price for a district partnership with TeachFX for a district of AUHSD's size:	**$720,000**
→ with Title I district discount of 20%	**$576,000**

→ with 2-year commitment discount of 15%	**$489,600/year**
Special AUHSD pricing: → Software → Professional Learning (school-level services + cabinet-level services)	 **$150,000/year** **$180,000/year**
Total	**$330,000/year**

This represents a 54% discount of $780,000 compared to list price, and a 33% discount of $319,200 compared to typical 2-year pricing for a Title I district. Payment for services shall be due to TeachFX on the following schedule: $330,000 by September 1, 2021 and $330,000 by September 1, 2022.

Attachments: EXHIBIT A, EXHIBIT B.



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EXHIBIT A

TeachFX-AUHSD Thought & Implementation Partnership

I. PURPOSE

This proposal, along with accompanying document Exhibit A, lays out the basic outline for a "thought and implementation" partnership between TeachFX and Anaheim Union High School District (AUHSD). We look forward to working with Superintendent Michael Matsuda to help implement the Career Preparedness Systems Framework (CPSF) strategic initiative explicated in Superintendent Matsuda's "Unleashing the Education and Workforce Development Engine." The goal of this proposal is to create an open-ended, working relationship between Superintendent Matsuda and TeachFX to share in strategic thinking, and to define, develop, and/or operationalize potential projects related to this effort.

In this thought partnership relationship, TeachFX will seek to offer helpful perspectives to Superintendent Matsuda in areas such as lean startup methodology, organizational design, and strategic planning. Thought partner conversations with the superintendent and cabinet help TeachFX and AUHSD to learn one another's perspectives, brainstorm ideas for solving problems and moving past hurdles, and imagine a transformed future.

II. PERSONNEL

From the TeachFX team, Professor David Brazer, Jamie Poskin, and Cynthia McMurry will be the primary personnel working directly with Superintendent Matsuda. TeachFX has been working with AUHSD since 2018 on promoting the 5 C's in teachers' instructional practice through TeachFX's software, professional learning, and strategic planning. Currently Professor Brazer is leading work with fifteen of AUHSD's schools, partnering with site leadership to co-develop and deliver professional learning experiences for faculty that meet the needs of AUHSD students. This thought partnership proposal seeks to leverage TeachFX's on-the-ground knowledge of AUHSD and its teachers and leaders toward the district's most important strategic initiatives.

Bios of key TeachFX personnel:

David Brazer spent fifteen years in K-12 education as a teacher and high school administrator. He then spent over twenty years as Professor of Education at George Mason University and as a Professor and Director of Leadership Degree Programs at Stanford University's Graduate School of Education. His research and writing focus on the challenges of school and district leadership, exploring how those challenges are met in practice. He is the author of several books on leadership and education, including *Striving for Equity: District Leadership for Narrowing the Opportunity* and *Achievement Gaps* and *Leading Schools to Learn, Grow, and Thrive: Using Theory to Strengthen Practice*. He holds an AB with Distinction from University of Michigan and a PhD from Stanford University. David is the Director of Professional Learning at TeachFX.

Jamie Poskin began teaching high school math and English in 2006 at Cristo Rey New York High School in Harlem, NY. He is the founder of a volunteer teaching program at the school that today has over thirty alumni. As an educator, Jamie coached varsity soccer, basketball, and baseball teams, and served as the school's Athletic Director and the founding League Chairman for NYC's first athletic league for small high schools. Jamie also spent seven years working as an experimental theater artist with The Wooster Group and as the director of his own company. Jamie holds a BA with Distinction and Departmental Honors in Religious Studies and Drama, an MA in Education, and an MBA (Arjay Miller Scholar) with a focus on Social Innovation from Stanford University. Jamie is the Founder and Executive Director of TeachFX.

Cynthia McMurry has spent more than a decade working on financial inclusion for underserved populations. She has held leadership roles at Kiva, where she served as Regional Director for Latin America and the Caribbean, and Nova Credit, where she was Head of International Partnerships. She holds an MS and MBA from Stanford with a certificate in public management. Cynthia is the COO & Head of Strategic Initiatives for TeachFX.

III. STRUCTURE

The structure of TeachFX's work with Superintendent Matusda is flexible and subject to change at the request of the superintendent at any time. Initially, the parties will meet either weekly or bi-weekly for 45-75 minutes depending on the preference of Superintendent Matsuda, and embark on potential project work as outlined below, with an estimated range of 20-30 hours/month of work in total from Professor Brazer and the TeachFX team. For

any work or project that reaches beyond the scope of this thought partnership agreement, TeachFX will provide a project proposal and cost for said projects, subject to approval by Superintendent Matsuda.

IV. POSSIBLE PROJECT AREAS

In "Unleashing the Education and Workforce Development Engine," Superintendent Matsuda outlines a vision for AUHSD to serve as a hub for other districts to adopt a new way of thinking about education and preparing students for a fulfilling and meaningful life. This is an ambitious plan to transform education.

Below are two possible areas where projects might emerge from TeachFX's thought partnership with Superintendent Matsuda in the service of this vision. These are meant to be illustrative only, and to serve as examples of what is possible rather than to define a set agenda or plan.

A. Sample Project Area #1

Professional Learning for AUHSD Leadership
Provided by TeachFX
Facilitated by David Brazer

The professional learning journey outlined in this section is intended to assist AUHSD leaders to transform the school district into a 21st century learning institution that graduates all students ready and able to follow life paths of personal fulfillment and active, positive community engagement. This plan activates the aspirations, goals, and objectives articulated in the Career Preparedness Systems Framework (CPSF).

What is Proposed
An action research and strategic planning process that yields a practical action plan to implement the (CPSF) in all AUHSD schools

Who Should Participate
A diverse set of district leaders is vital to activating the CPSF in AUHSD. Transforming the school district requires a cross-functional team that can, collectively, address all management and leadership needs with appropriate urgency and thoroughness. The district strategic planning team should include administrators with decision making discretion and reflect the broad scope of district operations.

Why This Approach
Action research deepens participant knowledge about goals, current status, and implementation opportunities and challenges. Turning data into knowledge is an important precursor to making sound decisions. Strategic planning strengthens implementation by generating specific objectives, action steps, persons responsible, and other elements critical to successful implementation. Action research and strategic planning together build commitment to making lasting, positive change.

Outline of Professional Learning
The outline below is intended to convey the flow of topics and activities for action research and strategic planning. Sessions are interactive and emphasize completing action research and strategic planning work in a structured manner with clear deliverables for each session. Data gathering between sessions is expected so that data analysis can take place during sessions. Optional additional leadership learning sessions that support strategic planning are indicated in textboxes at the end of each four-hour session to show where they fit logically, but they may occur at another time more convenient to AUHSD.

I. Starting with aspirations (4 hours)
   A. Identifying current beliefs about the relevance and implementation of vision, mission, and values
      1. Linking vision, mission, and values to hoped-for student outcomes
   B. ***Deliverable***: agreed on "working" versions of vision, mission and values that are acceptable statements of aspirations
   C. Understanding the full implications of the CPSF
      1. Identifying critical ways in which secondary education as we know it will be transformed through implementing the CPSF
      2. Preliminary thoughts about ways in which AUHSD schools are currently addressing CPSF goals and aspirations

3. Pinpointing under-utilized resources currently available that would move schools further along the CPSF pathway
4. Brainstorming what is known about what schools are doing that is <u>not</u> aligned with CPSF

D. A description of the road ahead
1. Challenge, problem, or gap identification
2. Root cause analysis
3. Action planning
4. Evaluation planning
5. Implementation and evaluation

E. Identifying key stakeholders who should be informed and involved

F. Independent learning for next time: preliminary data collection
1. Testing hunches
2. Changing perspective
3. Using evidence to separate what we know from what we don't know

<u>Inquiry mindset</u> (1 hour) Positional debating is often the default discussion mode. Organizational learning requires a shift in disposition toward inquiry, discussion, and open-mindedness to maximize the benefits of collaboration and make sound decisions.

II. Measuring the distance to travel between the status quo and CPSF aspirations (4 hours)
1. An organizational learning perspective
    1. Why and how gaps develop
    2. Why and how gaps persist
2. Collaborative data analysis
    1. What evidence do we have for alignment with CPSF?
    2. What evidence do we have for non-alignment with CPSF?
    3. What evidence is missing so far?
        1. Can missing evidence be obtained? How?

C. ***Deliverable***: Articulating the primary CPSF challenge—the gap between the status quo and CPSF implementation
1. Consensus statement on the challenge to be met, the problem to be solved

D. How does published research inform our gap analysis?

E. Communicating with key stakeholders

F. Introduction to root cause analysis
1. Why has some movement toward CPSF succeeded?
2. Why does the status quo persist?

G. Independent learning for next time: data collection to demonstrate the challenge

<u>Organizational learning</u> (1 hour) Becoming a learning organization is enhanced with a conceptual understanding of how schools and districts learn, change, and grow. Action research and strategic planning are understood through the organizational learning lens.

III. Identifying critical root causes to determine the change focus (4 hours)
1. Matching identified root causes with evidence
    1. Separating hunches and masquerading solutions from actual root causes
2. Sorting root causes by AUHSD's degree of influence
    1. Action planning must be focused on root causes that are amenable to district actions
3. ***Deliverable***: Manageable list of root causes to be addressed
    1. Examining the ways in which root causes interact
    2. Imagining potential solutions for a narrowed set of root causes
4. How does published research inform our root cause analysis?
5. Communicating with key stakeholders
6. Introduction to action planning
7. Independent learning for next time: data collection to demonstrate existence and nature of root causes

Undiscussables and euphemisms (1 hour) Digging into root causes typically reveals undiscussables and euphemisms. Opening up undiscussables and clarifying euphemisms is important and risky work that should be well planned.

IV. Action planning (4 hours)
    1. Deliverable: critical components of an action plan:
        1. Objectives
            1. Connection to one or more root causes
            2. Tasks
            3. Who is responsible?
            4. By when?
            5. Resources needed
            6. Success signals
    B. Reality checking
        1. Whose ox gets gored? What will we do about that?
        2. Have we identified all of the key players across functions required for successful implementation?
    C. Communicating with key stakeholders
    D. Introduction to evaluation planning
    E. Independent learning for next time: turning success signals into evaluation criteria

Organizational framing (1 hour) Examining the school district from multiple perspectives enhances implementation and reduces unwelcome surprises. Human resource, political, and symbolic consequences from action planning are explored and nuanced actions are identified.

V. Evaluation and implementation planning (4 hours)
    1. Deliverable: A comprehensive, feasible evaluation plan
        1. Criteria and standards
            1. What does meeting a criterion at a set standard look like in practice?
    2. Data collection and analysis
        1. Methods
            1. Who?
            2. By when?
            3. What does a report look like?
        3. Implementation planning
        4. Roll-out calendar
            1. Benchmarks for accountability
            2. Course correction pivot points
    B. Communicating with key stakeholders
        1. Securing commitment from the implementers
    C. Support when you need it

B. Sample Project Area #2

Organizational Learning & Strategic Planning Project with Cohort Districts
Provided by TeachFX
Facilitated by David Brazer

Based on what is learned through the action research and strategic planning process in AUHSD (SAMPLE PROJECT AREA #1), a second project could be to work with a consortium of additional districts to understand and implement the CPSF according to local needs using a similar process.

In conceptualizing the implementation of of the CPSF initiative, TeachFX, and Professor David Brazer in particular, could provide a research-informed, practical framework for cohort districts to plan their transformation of education to a model that graduates students ready for higher education or to embark upon a meaningful career...in short, ready for life beyond 12th grade.

In this project, TeachFX could apply organizational learning concepts from decades of field work by Chris Argyris, decision making insights from Karl Weick and Jim March, and systems thinking and learning organizations ideas from Peter Senge to facilitate district leaders' action research and strategic planning that will realize the vision of graduating students ready for life. The practical framework in which these core concepts are embedded was developed by Scott Bauer and David Brazer; it has been road tested with schools and districts for more than 10 years and is explained in *Using Research to Lead School Improvement* (Bauer & Brazer, 2012).

The CPSF has five major stages of professional learning that require intermediate work in cohort districts. The outcome in year one is a feasible action plan to set the cohort districts on their transformational path. The outcome in year two is an understanding of successes and areas for improvement in that transformation as part of a feasible, productive path of continuous improvement. At the end of two years both student outcomes and district processes will be far down the transformational road.

To help bring this vision to reality for cohort districts, TeachFX, and specifically Professor Brazer, could facilitate district teams of 5-10 committed members with a focus on strategic planning over multiple stages:

- In the planning year, the first stage could focus on challenge identification, helping cohort districts understand their current position with respect to processes and outcomes embedded within the CPSF. Two essential questions could drive this phase: *To what degree do we practice CPSF methods right now?* and *How do we know?* With CPSF as the goal, districts can identify their distance from that goal as the challenge before them. The *How do we know?* question can be answered with collection and analysis of evidence (data) from their district. Understanding is enhanced with published research related to students graduating ready for life. At the end of the first stage, districts would have a clear understanding of their specific challenge(s) and have identified data they need to collect and analyze prior to the second stage.
- The second stage in year one could focus on root cause analysis with cohort districts and understanding why their challenge exists. (Challenges might range from "We never thought about partnerships such as these" to "CCSS mandates a college preparatory curriculum that we have been following" to "We can't get local businesses to work with us" -- probing these reasons allows cohort districts to develop an action plan that mitigates or eliminates these root causes.) This stage focuses on asking why, brainstorming, sorting, and narrowing root causes, and identifying data sources that will be used in their continued analysis. Cohort districts would then create and execute a plan to collect and analyze available evidence of root causes.
- Stage three could focus on action planning to mitigate or eliminate root causes. Cohort districts would create objectives that link to specific root causes, define anticipated outcomes, create an implementation timeline and assign the persons responsible for outcomes, determine success signals as benchmarks for progress, and formalize this into a defined theory of action.
- The final stage in year one could focus on implementation and evaluation planning, in which cohort districts would hammer out implementation specifics, identify potential roadblocks and how to address them, and create a plan to evaluate progress based on quantitative and qualitative data tied directly to anticipated outcomes in the action plan.

In the second year, as cohort districts implement their plans, TeachFX could facilitate sessions where districts report progress and engage in troubleshooting discussions with the cohort.

Foundational source material:

Argyris, C., & Schon, D. (1978). *Theory in Practice*.
Bauer, S.C., & Brazer, S.D. (2012). *Using Research to Lead School Improvement: Turning Evidence Into Action*.
Brazer, S.D., Bauer, S.C., & Johnson, B.L., Jr. (2019). *Leading Schools to Learn, Grow, and Thrive: Using Theory to Strengthen Practice*.
Cresswell, J.W. (2014). *Educational Research*.
Preuss, P. (2013). *School Leader's Guide to Root Cause Analysis*.
Senge, P. (1990, rev. 2006). *The Fifth Discipline: The Art and Practice of the Learning Organization*.

ANAHEIM UNION HIGH SCHOOL DISTRICT

EXHIBIT B

THIS AGREEMENT, dated the 17TH day of JUNE, 2021, in the County of Orange, State of California, is by and between the "District", and TEACHFX, INC. (hereinafter referred to as "Contractor").

Whereas, this document, EXHIBIT B, is considered a part of the "TeachFX & Anaheim Union High School District Partnership Agreement" (hereinafter referred to as Agreement);

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of the Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

2. Term of Agreement begins July 1, 2021.

3. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:

(i) Cease operations as directed by District in the notice;
(ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
(iii) Not terminate any insurance provisions as required herein

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

4. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act

or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

(a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Contractor in connection therewith;

(c) any breach of duty, obligation or requirement under the bid documents;

(d) any failure to provide notice to any party as required under the bid documents; or

(e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the bid documents. In the event of any claim or demand made against the District which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the bid documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

5. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by items satisfactory to the District.

6. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor, and is not an officer, employee or agent of the District.

7. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such

insurance as is afforded by this policy shall be primary, and any insurance carried by The District shall be excess and noncontributory." In addition, Contractor agrees to name the District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide The District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	$1,000,000.00 per occurrence	$2,000,000.00 general aggregate
Subject to the same limit for each person on account of one accident, in an amount not less than	$1,000,000.00 per occurrence	$2,000,000.00 general aggregate
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	$1,000,000.00 per occurrence	$2,000,000.00 general aggregate
Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	$1,000,000.00	

8. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of DELAWARE, and that JAMIE POSKIN, whose title is EXECUTIVE DIRECTOR, is authorized to act for and bind the corporation.

9. The failure of the 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 any such terms or option in the future.

10. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

11. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to the District, by personal delivery thereof to the District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to the District, and sent by registered or certified mail with postage prepaid;

(2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the District rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

14. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory

evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

15. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

16. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

17. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

18. The Contractor hereby certifies, under penalty of perjury, under the laws of the State of California that under the Agreement the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High School Board of Trustees' Policy (BP 6317.20). Therefore, the work site shall be kept drug and alcohol free at all times.

19. The Contractor hereby agrees, under the Agreement, he will comply with the Anaheim Union High School Board of Trustee's Policy (BP 6317.15) 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 healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

20. The District may, by written notice of default to the Contractor, terminate the contract in whole or in part if:

A. The Contractor fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

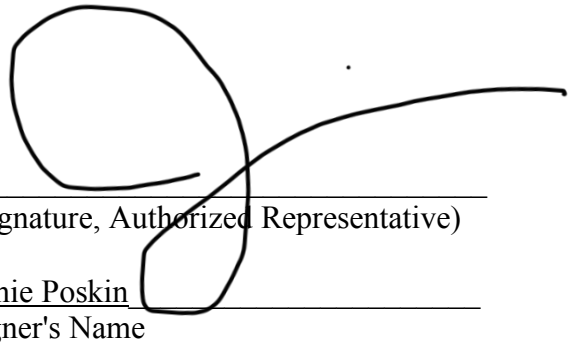
B. The Contractor fails to perform any of the other provisions of the RFP or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Anaheim Union High School District specifying such failure.

21. At the time of contract award and during the entire term of the Agreement, the Contractor, including all subcontractors, if any, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the Contractor's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the Contractor. Attached is the District's standard Fingerprint Certification form that must be completed prior to commencement of any work.

If the Contractor refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the Agreement, in whole or in part, under Item 14., the default provision clause of the Agreement.

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

CONTRACTOR:



(Signature, Authorized Representative)

Jamie Poskin
Signer's Name

Executive Director, TeachFX
Title

82-2266487
(EIN)

650-814-2792
(Telephone)

jamie@teachfx.com
(Email Address)

5/7/2021
(Date)

DISTRICT:

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

(Signature, Authorized Representative)

Dr. Jaron Fried
Assistant Superintendent, Education Division
Anaheim Union High School District

(Date)

DISTRICT Board of Education Approval Date: June 17, 2021

CERTIFICATION
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102
RFP 2010-02

To the Governing Board of Anaheim Union High School DISTRICT:

I, Jamie Poskin, certify that:

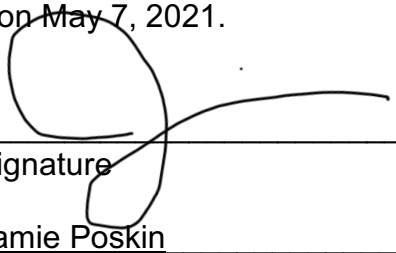
1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

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 Menlo Park, California on May 7, 2021.



_____
Signature

Jamie Poskin_____
Typed or printed name

Executive Director_____
Title

3375 Edison Way, Menlo Park, CA 94025__
Address

650-814-2792_____
Telephone

COLLABORATION AGREEMENT

between

Whitaker Peace & Development Initiative

represented by its Executive Director, Caroline Descombris

hereinafter referred to as "WPDI"

and

Walker Junior high School

represented by its Principal
Jennifer Brown

hereinafter referred to as the "School"

WPDI and the School are hereinafter referred to as the "Parties" and this Collaboration Agreement is hereinafter referred to as the "Agreement."

Dated as of May 11, 2021

Whereas WPDI, as a not-for-profit organization founded by Forest Whitaker to support his humanitarian work and mission as UNESCO Special Envoy for Peace and Reconciliation, aims at helping societies affected by destructive conflicts and gang violence to transform into safer and more productive communities, with a special focus on assisting young people experiencing the aftermath of violence, war and trauma;

Whereas Walker Junior High School is committed to provide all students with an academic and social environment that promotes: an engaging, enriching, and rigorous setting that emphasizes 21st Century skills development, such as, collaboration, critical thinking, creativity, communication, compassion and kindness; a safe, caring, friendly, and positive academic atmosphere where mutual respect is given to all stakeholders; and a professional learning community where staff, parents, and students work together as a team to meet the ever-changing demands of society and the 21st Century.

Whereas the Parties firmly believe in the power of education to stop and peacefully resolve school-based violence, and to create the conditions necessary to enhance social and emotional learning of students, dialogue and reconciliation through education, and improve academic learning; and

Whereas the Parties recognize the significant and indispensable role of Conflict Resolution Education ("CRE"), and have determined to implement the Domestic Harmonizer Program ("Program") curriculum (the "Curriculum") during the 2021-2024 academic years;

Now therefore, the Parties hereby agree as follows:

Article 1 – Purpose

1.1 The purpose of this Agreement is to establish the general terms and conditions of the arrangements between the Parties. Specific terms and conditions regarding any particular project or activity contemplated by this Agreement will be set forth in one or more supplements to this Agreement or separate agreements.

Article 2 – General Provisions

2.1 This Agreement establishes a framework for cooperation between the Parties, outlines certain institutional aspects of the cooperation, and determines the general conditions that will govern the cooperation for the implementation of the Program. This agreement establishes a three-year collaboration between the Parties to fully implement the Program during academic years 2021-2024.

2.2 Each Party shall be responsible for all costs associated with its own activities under this Agreement unless otherwise agreed upon in writing. None of the Parties shall be obligated to contribute funds to any other Party unless otherwise agreed upon in writing.

Article 3 – Activities

3.1 The initial activities contemplated by this Agreement are set forth in the Year 1 Work Plan submitted by WPDI to the School at the beginning of each new academic school year, which may be updated or supplemented from time to time by the written agreement of the Parties.

3.2 The Parties agree jointly to consult regarding any potential future activities not currently contemplated by this Agreement.

Article 4 – Obligations of WPDI

4.1 WPDI will collaborate with the School to customize the Program to the needs, specific capacities, and goals of the School. At the end of each academic year, a review period will occur with all Parties to revise and improve the Program and adapt it to the needs of the School.

4.2 WPDI shall assign a director (the "Program Director") as the primary point person to facilitate, coordinate, and communicate with the School with respect to all activities contemplated by this Agreement. The Program Director shall maintain an open dialogue with the designated School representatives, be responsible for providing deliverables in a timely manner, and ensure that Program activities meet the goals and requirements of the Parties.

4.3 During program implementation, the Program Director, Conflict Resolution Education Trainer(s), and a Trauma Specialist assigned by WPDI will provide technical assistance in the field of CRE and trauma-informed healing to the School and will make visits, in-person or virtually, to the School as agreed upon in order to observe classes in which the Curriculum is being implemented in order to ensure that the teachers and students are supported.

4.4 WPDI will participate in monthly strategic and planning meetings in-person or virtually with the School to ensure that the Program and its goals are being met at the School.

4.5 WPDI will coordinate with the School to develop work plans and/or timelines for the implementation of each phase of the Program.

4.6 WPDI will acknowledge the School as a valued contributor or similarly designated collaborator of WPDI in communications and promotional materials (e.g., press releases, brochures, articles, social media outlets, etc.) reasonably related to the activities contemplated by this Agreement.

4.7 WPDI shall be responsible for the salaries, other compensation, and benefits of all its employees, and the compensation of its consultants, for activities or work performed under this Agreement.

4.8 WPDI will, contingent upon the availability of funding, bear the costs associated with printing educational materials for use by the School's students, faculty and staff, including facilitators' guides, participant guides and handouts, and other hardcopy resources. The student workbooks are available electronically (downloadable format) to all students at the School. WPDI will also grant School access to its Virtual Center and educational game.

4.9 WPDI will deliver a 1-3 day train-the-trainer workshop (the "Summer Workshop") to be held each summer for educators, faculty, and administrators (the "School Participants") at the School, as well as monthly professional development trainings in CRE and trauma-informed healing for teachers and peer mediation training for students. The peer mediation training will entail a 12-hour initial training for students and counselors, as well as 2-hours of monthly training. WPDI will provide the educational materials needed to conduct these sessions. These trainings may happen virtually or in-person as determined by WPDI.

4.10 WPDI agrees to work with an independent evaluator to collect monitoring and evaluations ("M&E") data to objectively review and assess the program's results using pre-tests and post-tests with the entire school, as well as focus groups with select students, teachers, and administrators. These sessions may happen virtually or in-person as determined by WPDI.

4.11 WPDI will provide guidance and, contingent upon the availability of funding, financial support for school projects and events to advance the program at the School.

Article 5 – Obligations of the School

5.1 The School will fully collaborate with WPDI to implement and evaluate the Program across core subject areas following the Curriculum for a period of three years (academic years 2021-2024), and establish a peer mediation program as well as trauma-informed healing sessions. The School will also actively use WPDI's Virtual Center and educational game. At the end of each academic year, a review period will occur with all Parties to revise and improve the program and the School agrees to participate in that review period and provide support and review to improve the program.

5.2 The School will coordinate with WPDI to develop timelines for the implementation of each phase of each initiative undertaken pursuant to this Agreement.

5.3 The School will endeavor to support the success of the program by encouraging all educators teaching the core subject areas of science, math, English and social studies to integrate the Curriculum in classroom instruction, and support M&E initiatives. The M&E initiatives will be conducted by an independent evaluator, and may occur virtually or in-person.

5.4 Each School Participant will endeavor to apply CRE principals in school when interacting with the youth in order to create a peaceable school culture.

5.5 The School will solicit testimonials from students from the School and School Participants about the benefits of the Program upon WPDI's request.

5.6 The School shall be responsible for the salaries or other compensation and benefits of its employees and consultants relating to activities or work performed under this Agreement.

5.7 The School will endeavor to have the School Participants participate in the Summer Workshop every summer, and monthly professional development workshops. These sessions will occur either virtually or in-person, as determined by WPDI.

5.8 The School will pay the School Participants who attend the Summer Workshops for the days that such Summer Workshops is in session, which dates will be agreed upon in advance with WPDI. The School will also pay School Participants to attend regular (monthly) professional development trainings as agreed upon in advance.

5.9 The School will provide WPDI with access to the necessary School facilities, or virtual access to students and educators, in order to provide technical support to the School Participants, conduct peer mediation training, observe or teach classes, and otherwise as needed and agreed upon in advance.

5.10 The School shall appoint a Liaison who will serve as the point person to WPDI for all items related to the program and its implementation, including but not limited to, scheduling support, reviewing new materials, coordinating events and trainings, and communicating messages to School Participants and students at the School. Depending on funds available, WPDI may or may not provide a small stipend to the Liaison.

5.11 The School shall endeavor to provide IT support to WPDI as needed to conduct M&E surveys among all students and School Participants electronically across the campus, carry out teacher and student trainings in classrooms, and to enable students to access the DHP materials electronically.

5.12 The School will collaborate with WPDI to host an event during the 2021-2024 academic years, and invite students, teachers, and other relevant parties.

5.13 The School will collaborate with other WPDI partners as agreed upon in advance by both parties. This may include a collaboration with University of Southern California's Institute for Theater & Social Change to develop student-led performances on social justice issues.

Article 6 – Communication and media activities

6.1 No Party shall make any public announcements regarding or in connection with this Agreement or any of the activities contemplated hereby without the prior written consent of the other Parties. All such public announcements shall be coordinated among the Parties.

Article 7 – Notification

7.1 The addresses for service of notices under the present Agreement shall be:

For WPDI:

Name: Caroline Descombris
Title: Founder and CEO
Tel: 213-625-0410
Email: caroline@wpdi.org

For Walker Junior High School:
Name: Jennifer Brown
Title: Principal
Tel: 714-220-4051
Email: brown_j@auhsd.us

7.2 Each Party shall inform the other Party as soon as practicable of any change to the above addresses.

Article 8 – Term

8.1 This Agreement shall take effect upon signature by the Parties following approval by the District's Board of Trustees and remain in force for three (3) academic years (subject in all cases after the first year to the availability of funds to any Party). Three months before the expiration of this Agreement, the Parties will mutually decide whether or not to extend the term of the Agreement.

Article 9 – Intellectual Property

9.1 All works of authorship, regardless of form or whether or not copyrightable, and all inventions or discoveries, whether or not patentable or reduced to practice, that are made, created, or conceived under this Agreement ("Works") shall be owned exclusively by WPDI. Any patent prosecution or other efforts to record, register or otherwise secure WPDI's rights to such Works shall be paid for by WPDI.

9.2 WPDI hereby grants and shall grant to the other a perpetual, world-wide, royalty-free, non-transferable, non-exclusive license to make, use, reproduce, publicly display and perform, make derivative works of, distribute and import (for purposes of this Section 9.2 only, collectively, "use") any Works developed in furtherance of the activities set forth in the Statement of Work. All licenses granted pursuant to this Section 9.2 shall be solely for any non-commercial purposes related to projects or programs contemplated by this Agreement, whenever and wherever implemented.

9.3 The School shall not have or obtain any right, title, or interest in or to any of the Works of WPDI, except for the licenses set forth in this paragraph. For the term of this Agreement, WPDI hereby grants to the School a royalty-free, non-transferable, non-exclusive license to use the Works solely in connection with this Agreement.

Article 10 – General Conditions

10.1 Use of Names, Marks and Logos of the Parties

During the term of this Agreement, each Party grants to each other Party a revocable, non-exclusive license to use its name or image or any trademark, service mark, trade name, logo or other symbol owned by it ("Name and Marks") in connection with promoting, marketing and advertising their joint activities under this Agreement. Except as set forth in the immediately preceding sentence, each Party agrees not to use the Name and Marks of any other Party in any manner, including without limitation in any sales, promotional, advertising or other publication, without the prior written consent of such other Party. All publications or other uses of the Name and Marks of a Party by any other Party shall be subject to prior review and approval by the Party whose Name or Marks are to be used. Any advertising contracted for by the Parties to raise any funds for any program shall be subject to mutual approval of the Parties, not to be reasonably withheld taking into account the nature of such advertising in relation to activities of each Party.

10.2 No Use of the Name of Forest Whitaker

Except as required by law (e.g. California Public Records Act and Ralph M. Brown Act) the Parties shall not make any reference to Mr. Whitaker or use Mr. Whitaker's name, photo, video or other likeness, written or oral statements, or biographical information for any purpose without Mr. Whitaker's prior written consent. Mr. Whitaker is expressly intended to be a third-party beneficiary of this provision.

Notwithstanding the foregoing, the Parties shall not be liable for unauthorized references to Mr. Whitaker or use of Mr. Whitaker's name, logo, biographical material or likeness by its students, but the Parties shall, upon notice of such unauthorized reference or use, take all reasonable steps to terminate such unauthorized use and prevent further occurrences of the same.

10.3 Insurance

Each Party shall procure and maintain in force during the term of this Agreement, at its cost and expense, commercial general liability and, if applicable, business automobile liability insurance or a program of self-insurance or any combination thereof, in each case with commercially reasonable coverage limits. Each Party shall also maintain workers' compensation and disability coverage for its employees as required by State of California law.

WPDI's commercial general liability policy shall include sexual abuse and molestation coverage by (1) indicating in the relevant Description of Operations/Special Provisions that sexual abuse and molestation is not excluded and providing policy exclusion pages or (2) obtaining such coverage as a separate policy identified under "Other" coverage of the relevant Certificate of Insurance. If sexual abuse and molestation coverage is added by Endorsement to the commercial general liability policy, WPDI shall provide proof of such endorsement. Such coverage shall be in an amount of not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

Each Party shall provide each other Party with evidence of all insurance or self-insurance coverage required by this paragraph upon reasonable request.

WPDI shall provide an Additional Insured Endorsement with the Certificate of Insurance specifically naming Anaheim Union High School District as Additional Insured with respects to WPDI's commercial general liability policy. The Additional Insured Endorsement shall include the following: "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

10.4 **Conformity with Laws**

Each Party agrees to follow the laws of each country in which it is operating, and that it will not permit any person to receive, directly or indirectly, any improper benefit in connection with any activity pursuant to this Agreement.

10.5 **Indemnification**

Each Party shall indemnify, defend and hold harmless each other Party and its directors, officers, employees, agents, and contractors from all claims, liabilities, losses, damages or expenses, including legal fees, arising from injury (including sickness, disease or loss of life) to any person or damage to any property of any third party caused by the indemnifying Party's intentional, knowing, willful or active negligent acts in connection with or as a result of any program or activity pursuant to this Agreement.

10.6 **Assignment**

No Party shall assign, transfer, pledge or make any other disposition of this Agreement or any part thereof or of any of its rights, claims, or obligations hereunder without the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall be void.

10.7 **Confidential Information**

Each Party recognizes and hereby acknowledges that Confidential Information (as hereinafter defined) concerning each other Party's activities is a valuable, special, and unique asset of such other Party. For purposes of this Agreement, "Confidential Information" shall mean all information disclosed by each Party to any other Party, whether in written, oral, graphic, tangible or intangible forms, including, but not limited to, any technical, financial, business or proprietary information, labeled or orally designated as "Confidential" or "Proprietary"; provided that "Confidential Information" shall not include information that (1) is or becomes available to the general public through no fault of the receiving Party, (2) is made available to the receiving Party or Parties on a non-confidential basis by another source without violation of any obligation of confidentiality to the disclosing Party, or (3) is independently developed by the receiving Party or Parties without use of or reference to information supplied by the disclosing Party. Each Party, its officers, directors, agents, employees, and independent contractors hereby agrees to refrain from disclosing any Confidential Information to any person or entity for any reason or purpose whatsoever, other than as reasonably

necessary in performance of the Party's obligations hereunder, to the extent permitted by applicable law.

WPDI employees and consultants shall comply with all applicable privacy laws and statutory regulations in regard to safeguarding personally identifiable student information including but not limited to the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g; 34 CFR Part 99) and the California Education Code.

Further, each Party agrees to refrain from disclosing any term or condition of this Agreement without the prior written consent of the other Parties, except as required by law or court order or as reasonably necessary to enforce that Party's rights under this Agreement. This section shall survive the termination or expiration of this Agreement.

10.8 **Settlements of Disputes**

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. If the Parties are unable to resolve the matter through negotiation within a reasonable amount of time, not to exceed thirty (30) days, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Section 10.8, shall be determined by binding arbitration in Los Angeles County, California. Either Party can commence arbitration by sending a written request for arbitration to each other Party. The arbitration shall be administered in accordance with the provisions of the California Arbitration Act ("CAA"). There shall be one arbitrator who will be jointly selected by the Parties, or if the Parties are unable to agree on an arbitrator within five (5) business days of the delivery of an arbitration notice under this provision, the arbitrator shall be selected pursuant to the CAA.

It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred twenty (120) days from the date the arbitrator is appointed. However, failure to adhere to this time limit shall not constitute a basis for challenging the award. Judgment on the arbitral award may be entered in any court having jurisdiction. Except as may be required by law, neither a Party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Parties.

This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

10.9 **Termination**

Any Party may terminate the Agreement without cause upon three (3) months prior written notice to the other Parties. Should any Party breach its obligations under this Agreement, either non-breaching Party may terminate the Agreement immediately if the breaching Party fails to remedy the breach within thirty (30) days of receiving written notice of the breach from a non-breaching Party. The Parties may terminate the Agreement immediately in the event that an act of God or other circumstances beyond

the Parties' control render performance under the Agreement impossible or extremely dangerous. Upon termination of this Agreement, the Parties shall return any and all property that belongs to the other Parties, including but not limited to, any materials, electronic information, and any other property, within thirty (30) days of termination.

10.10 **Waiver**

No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of any other term or covenant contained in this Agreement.

10.11 **Entire Agreement**

This Agreement contains the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements and understandings, oral or written, between the Parties with respect to the subject matter of this Agreement.

10.12 **Amendment**

This Agreement, including this provision, may not be modified in any manner except by a written amendment signed by each of the parties hereto.

10.13 **Relationship of the Parties**

The Parties hereby agree that the School shall be an educational collaborator to WPDI. The School is not an agent, partner, employee, servant, corporate sponsor, joint venturer, or officer of WPDI, nor should anything herein be construed as creating such a relationship between the Parties.

10.14 **Representations and Warranties**

Each Party hereby represents and warrants to each other Party that (a) it has the right and authority to enter into this Agreement, and that (b) the execution and performance of this Agreement will not violate or conflict with the provisions of any agreement by which it is bound.

10.15 **Counterparts**

This Agreement may be executed in one or more counterparts, each of which so executed will be deemed an original. Such counterparts will together constitute one agreement.

[Remainder of page intentionally blank – signatures on following page]

Dated May 11, 2021

Whitaker Peace & Development Initiative

_____
Caroline Descombris
Executive Director

Anaheim Union High School District

_____
Jaron Fried, Assistant Superintendent,
Educational Services

COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2021-2024

This is a College and Career Access Pathways Partnership Agreement (CCAP) hereinafter known as "Agreement" between **Cypress College and Fullerton College** ("COLLEGE") colleges of the North Orange County Community College District, (NOCCCD), 1830 W. Romneya Drive, Anaheim, CA 92801, and **Anaheim Union High School District** ("SCHOOL DISTRICT").

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the North Orange County Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 9-12 located in North Orange County and within the regional service area of NOCCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, NOCCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office, NOCCCD and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1 The term of this CCAP Agreement shall be for three years beginning on July 1, 2021 and ending on June 30, 2024. All amendments to this agreement will be submitted for approval by the community college and the school district Boards.

1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)

1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)

1.4 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.

1.5 COLLEGE and SCHOOL DISTRICT shall ensure that one public (adoption) meeting is held in the review and approval of this CCAP Agreement. Sec. 2 (b)

2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS DEFINITIONS

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of NOCCCD and applicable law. Sec. 2 (a)

2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.

2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - Students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless

pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and NOCCCD standards and policies.

3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and NOCCCD policy.

3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.

3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)

3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)

3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

3.8 Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out the authorization form.

3.9 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

4.1 The COLLEGE will be responsible for processing student applications.

4.2 The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

5. PARTICIPATING STUDENTS

5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The NOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.

5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.

5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring).

6. CCAP AGREEMENT COURSES

6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o)(1)

6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.

6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the SCHOOL DISTRICT.

6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the NOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)

6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester bases.

6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with NOCCCD academic standards.

6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the NOCCCD Board of Trustees and the state Chancellor's Office.

6.8 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by NOCCCD Administrative Procedure 4610.

6.9 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to NOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between NOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the NOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.

6.10 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or NOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with NOCCCD academic standards.

6.11 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with NOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.

6.12 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with NOCCCD guidelines, policies, pertinent statutes, and regulations.

6.13 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.

6.14 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

7. INSTRUCTOR(S)

7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the NOCCCD and become NOCCCD employees or be provided by the District and be District employees. Faculty provided by the SCHOOL DISTRICT must also sign an Instructional Service Agreement- Instructor and get approved by the NOCCCD Board before the start of the course.

7.2 The SCHOOL DISTRICT shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are SCHOOL DISTRICT employees.

7.3 The COLLEGE shall be solely responsible for all salaries, wages, and benefits due to dual enrollment faculty who are COLLEGE employees.

7.4 The COLLEGE shall be responsible for faculty salaries associated with the instructional class time of the classes conducted under this Agreement for faculty that are not SCHOOL DISTRICT employees. Any supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE

Employees, that extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.

7.5 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)

7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)

7.7 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.

7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.

7.9 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.

7.10 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of NOCCCD.

7.11 Faculty provided by the SCHOOL DISTRICT who don't comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.

7.12 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of NOCCCD specifically with regard to their duties as instructors.

7.13 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.

8. ASSESSMENT OF LEARNING AND CONDUCT

8.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

8.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

8.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

8.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

8.5 Students who withdraw from a dual enrollment course will not receive any COLLEGE credit for work completed and must submit appropriate information/paperwork by all published deadlines to avoid a "W" on their transcript.

8.6 A dropped class will follow the COLLEGE drop date deadlines and may appear on the high school transcript as a college course depending on when the class was dropped. A student may complete the course to receive high school credit.

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with NOCCCD policies and standards. Sec. 2 (c)(2)

9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)

9.3 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)

- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)

- The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)

- The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)

- The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

10. APPORTIONMENT

10.1 NOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)

10.3 NOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)

10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, Couse selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and Title.5.

11. CERTIFICATIONS

11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

11.2 NOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.

11.3 The SCHOOL DISTRICT agrees and acknowledges that NOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.

11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)

11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)

11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

11.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)

- A community college course that is oversubscribed of has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)

- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

12.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 College shall provide the SCHOOL DISTRICT with a roster of participants and their final grades.

13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

14.1 COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.

14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges. Note: All referenced Sections from AB 288 (Education Code § 76004) 13 | Page 005142.00043 13951870.1 15.

15. PRIVACY OF STUDENT RECORDS

15.1 COLLEGE and SCHOOL DISTRICT understand an agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

15.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

15.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code

of Federal Regulations § 99.32 and under Education Code § 49064 as applicable. d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from redisclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

16. REIMBURSEMENT

16.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

17. FACILITIES

17.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to NOCCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

17.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.

17.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

18. INDEMNIFICATION

18.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and NOCCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

18.2 The NOCCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators,

independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of NOCCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the NOCCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

19. INSURANCE

19.1 The SCHOOL DISTRICT, in order to protect the NOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) per incident/THREE MILLION DOLLARS ($3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and NOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to NOCCCD.

19.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and NOCCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

20. NON-DISCRIMINATION

20.1 Neither the SCHOOL DISTRICT nor the COLLEGE and NOCCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental

disability, sexual orientation, religion, or any other protected class under California State or federal law.

21. TERMINATION

21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 22.

21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All Note: All referenced Sections from AB 288 (Education Code § 76004) 16 | Page 005142.00043 13951870.1 agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. NOTICES

22.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE
Cypress College
9200 Valley View Street
Cypress, CA 90630
Attn: Dr. O. Lee Douglas, Vice President, Instruction.

COLLEGE
Fullerton College
321 E. Chapman Avenue
Fullerton, CA 92832
Attn: Dr. José Ramón Núñez, Vice President, Instruction

NOCCCD
North Orange County Community College District
1830 W. Romneya Dr., Anaheim, CA 92801
Attn: Dr. Cherry Li-Bugg, Vice Chancellor, Educational Services and Technology

SCHOOL DISTRICT
Anaheim Union High School District
501 Crescent Way Anaheim

Anaheim, CA 92803
Attn: Dr. Jaron Fried, Assistant Superintendent, Educational Services

23. INTEGRATION

23.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

24. MODIFICATION AND AMENDMENT

24.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

25. GOVERNING LAWS

25.1 This agreement shall be interpreted according to the laws of the State of California.

26. COMMUNITY COLLEGE DISTRICT BOUNDARIES

26.1 For locations outside the geographical boundaries of NOCCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

27. SEVERABILITY

27.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

28. COUNTERPARTS

28.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on June 17, 2021

By: Dr. Jaron Fried
SCHOOL DISTRICT: AUHSD

By: Dr. O. Lee Douglas
COLLEGE: CYPRESS

By: Dr. Jose Ramon Nunez
COLLEGE: FULLERTON

By: Dr. Cherry Li-Bugg
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

North Orange County Community College District
Board Meeting Date: *May 11, 2021*

School District
Board Meeting Date: *June 17, 2021*

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP)
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

NOW THEREFORE, NOCCCD, the COLLEGE and SCHOOL DISTRICT agree as follows:

1. NOCCCD, COLLEGE and SCHOOL DISTRICT Point of Contact:

LOCATION	NAME	TELEPHONE	EMAIL
NOCCCD	Dr. W. Cherry Li-Bugg	714-808-4787	clibugg@nocccd.edu
Cypress College	Dr. O. Lee Douglas	714-484-7331	ldouglas@cypresscollege.edu
Fullerton College	Dr. Jose Ramon Nunez	714-992-7031	jnunez@fullcoll.edu
AUHSD	Dr. Jaron Fried	714-999-3558	fried_j@auhsd.us

2. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. CCAP AGREEMENT PROGRAM YEAR - college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: **2021 - 2024** COLLEGE: **Cypress College**

EDUCATIONAL PROGRAMS: Business & CIS, Counseling, CTE, Fine Arts, Language Arts, Library, Kinesiology, Math and Social Sciences.

SCHOOL DISTRICT: **Anaheim Union High School District**

HIGH SCHOOLS: **Cambridge Virtual Academy, Cypress High School, Gilbert High School, Kennedy High School, Magnolia High School, Savanna High School and Western High School**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 2,500	TOTAL PROJECTED FTES: 131

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
Introduction to Criminal Justice	AJ 110 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Concepts of Criminal Law	AJ 120 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Criminal Investigation	AJ 140 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Community and the Justice System	AJ 160 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Cultural Anthropology	ANTH 102 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Fundamentals of Art	ART 100 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Automotive Electrical 1	AT 105 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Automotive Electrical II	AT 106 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS

Introduction to Automotive Technology	AT 110 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Elementary Chinese - Mandarin 1	CHIN 101 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Elementary Chinese - Mandarin 2	CHIN 102 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Intermediate Chinese-Mandarin 3	CHIN 203 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Intermediate Chinese-Mandarin 4	CHIN 204 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Advanced MS Word Business Applications	CIS 102 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Computer Information Systems	CIS 111 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Spreadsheet - Excel for Windows	CIS 132 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Database - Access for Windows	CIS 142 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Cybersecurity Competition Fundamentals	CIS 190 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Network Security	CIS 195 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Ethical Hacking	CIS 196 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Programming	CIS 211 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Java Programming	CIS 226 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
CISCO Networking 1	CIS 230 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS

CISCO Networking 2	CIS 231 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
CISCO Networking 3	CIS 232 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
CISCO Networking 4	CIS 233 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Advanced Java Programming	CIS 234 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Oracle: SQL and PL/SQL	CIS 236 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
CNNA Bootcamp	CIS 239 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Python Programming	CIS 247 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Mobile Application Development	CIS 254 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
CCNA Security	CIS 258 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Computer Architecture and Organization	CSCI 242 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Intercultural Communication	COMM 120 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Career Exploration	COUN 139 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Educational Planning	COUN 140 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Job Readiness & Career Management	COUN 145 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Academic and Life Success	COUN 150 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS

Multicultural Dance in the US	DANC 101 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Performance Class I	DANC 141 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
College Writing Preparation	ENGL 060 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
College Writing	ENGL 100 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Critical Analysis and Literature	ENGL 104 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
American Ethnic Studies	ETHS 101 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Chicano Studies	ETHS 150 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Asian Pacific American History	ETHS 171 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to World Geography	GEOG 100 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
World Civilizations II	HIST 113 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
History of the United States II	HIST 171 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Nutrition	HRC 100 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Hospitality Careers	HRC 101 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Sanitation and Safety	HRC 120 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Cultural Awareness and the Health Care System	HS 277 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS

First Aid, CPR, & Emergencies	KIN 235 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Psychology of Sport	KIN 248 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Sports Management	KIN 247 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Sports and the United States Society	KIN 249 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Lifeguarding	KIN 255 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Research	KIN 280 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Contemporary Personal Health	KIN 284 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Civic Engagement in Public Health	KIN 289 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Research	LIB 100 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Finite Mathematics	MATH 115 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Probability and Statistics	MATH 120 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Multivariable Calculus	MATH 250 AC	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Linear Algebra and Differential Equations	MATH 250 BC	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Business	MGT 161 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Legal Environment of Business	MGT 240 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS

Principles of Management	MGT 262 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Principles of Marketing	MKT 222 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
History of Hip Hop - Rap	MUS 114 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
History of Rock Music	MUS 119 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Sociology	SOC 101 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to the Theater	THEA 100 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Acting1	THEA 120 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Musical Theater Performance I	THEA 132 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Rehearsal Performance I	THEA 133 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Musical Theatre Performance 2	THEA 135 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS
Rehearsal Performance 2	THEA 136 C	Fall, Spring & Summer	TBD	TBD	Staff	☒ CC ☐ HS	☒ CC ☒ HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1):*

PROGRAM YEAR: **2021 – 2024** COLLEGE: **Fullerton College**

EDUCATIONAL PROGRAM: **Administration of Justice (AJ), Business (BUS), Child Development (CDES), Communications (COMM), Counseling (COUN), English (ENG), Ethnic Studies (ETHS), History (HIST), Math (MATH), Music (MUS), Nutrition (NUTR), Sociology (SOC)**

SCHOOL DISTRICT: **Anaheim Union High School District**

HIGH SCHOOLS: **Anaheim, Gilbert, Katella, Loara**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 1,380	TOTAL PROJECTED FTES: 122

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. Introduction to Criminal Justice	AJ 100F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Districtwide
2. Criminal Investigation	AJ 223F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Districtwide
3. Multicultural Issues with Administration of Justice	AJ 278F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
4. Contemporary Issues in Law Enforcement	AJ 279F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
5. Introduction to Biotechnology	BIOL 190F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim

6. Introduction to Biotechnology Lab	BIOL 190FL	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
7. Introduction to Business	BUS 100F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
8. Introduction to Business	BUS 100F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
9. The Entrepreneurial Mindset	BUS 181F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
10. Public Speaking	COMM 100F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Katella
11. Child Development	CDES 120F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Katella
12. Intercultural Communication	COMM 120F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
13. Educational Planning	COUN 140F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
14. Educational Planning	COUN 140F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Gilbert
15. Educational Planning	COUN 140F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Katella
16. Educational Planning	COUN 140F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara

17. Career Motivation and Self Confidence	COUN 144F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Districtwide
18. Career and College Success	COUN 151F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
19. Career and College Success	COUN 151F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Districtwide
20. Career and College Success	COUN 151F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Katella
21. Career and College Success	COUN 151F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
22. Photoshop for Digital Arts	DART 101F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Katella
23. Enhanced College Writing	ENGL 101F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
24. Intro to Chicano/a Studies	ETHS 150F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
25. World Civilizations Since 1550	HIST 113F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
26. History of the United States Since 1877	HIST 171F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
27. Introduction to Spanish-Language Reporting	JOUR 271F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim

28. Beginning Spanish-Language Reporting	JOUR 272F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
29. Enhanced Introductory Probability and Statistics	MATH 121F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
30. Music Appreciation	MUS 116F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
31. History of Rock	MUS 119F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Anaheim
32. History of Rock	MUS 119F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Districtwide
33. Fundamentals of Voice Training for Non-Majors	MUSA 110F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
34. Beginning Voice	MUSA 111F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
35. Intermediate Voice I	MUSA 112F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
36. Beginning Woodwinds	MUSA 151F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
37. Intermediate Woodwinds	MUSA 152F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
38. Beginning Brass	MUSA 161F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara

39. Intermediate Brass	MUSA 162F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
40. Introduction to Percussion	MUSA 170F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
41. Intermediate Percussion	MUSA 172F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
42. Advanced Woodwinds I	MUSA 250F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
43. Advanced Brass I	MUSA 260F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
44. Advanced Percussion I	MUSA 270F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Loara
45. Human Nutrition	NUTR 210F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Katella
46. Introduction to Sociology	SOC 101F	Summer, Fall &/or Spring	TBD	TBD	Staff	☒ CC ☐ HS	☐ CC ☒ HS Katella

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1):*

Some of these courses have been offered previously to college bound high school students. They have helped students start a successful college career.

4. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

CYPRESS COLLEGE:

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL ITEMS	COST
AJ 110 C	Introduction to Law Enforcement and Criminal Justice 12th edition	$208.00	N/A	N/A
AJ 120 C	A Brief Introduction to Criminal Law Today by Carlan, Nored, & Downey (2nd Ed.)	$110.00	N/A	N/A
AJ 140 C	"Criminal Investigation" (9781284082852)	$154.94	N/A	N/A
AJ 160 C	Multicultural Law Enforcement: Strategies for Peacekeeping in a Diverse Society (7th Edition)	$120.00	N/A	N/A
ANTH 102 C	Perspectives: An Open Invitation to Cultural Anthropology	Online/Free	N/A	N/A
ART 100 C	**Living with Art (11th Edition) 9780073379319**	$160.00	TBD	TBD
AT 105 C	Automotive: Electricity & Electronics, Edition 5	$58.47	N/A	N/A
AT 106 C	**Advanced Automotive Electricity & Electronics 9781284101690**	$92.99	TBD	TBD
AT 110 C	**Auto Upkeep: Maintenance, Light Repair, Auto Ownership, and How Cars Work (Textbook /Workbook Set) 4th Edition**	**$109.75**	N/A	N/A
CHIN 101 C	New Practical Chinese Reader (w/CD) (V1);New Practical Chinese Reader (Wkbk)(w/CD) (V1)	$11.25; $4.88	N/A	N/A
CHIN 102 C	New Practical Chinese Reader (w/CD) (V1); New Practical Chinese Reader (Wkbk)(w/CD) (V1)	$11.25; $4.88	N/A	N/A
CHIN 203 C	New Practical Chinese Reader (w/CD) (V1); New Practical Chinese Reader (Wkbk)(w/CD) (V1)	$11.25; $4.88	N/A	N/A

CHIN 204 C	New Practical Chinese Reader (w/CD) (V1); New Practical Chinese Reader (Wkbk)(w/CD) (V1)	$11.25; $4.88	n/a	n/a
CIS 102 C	**Advanced Word Processing, Microsoft 2016, Lessons 56-110 (20th Edition)** **ISBN: 9781337103268**	$113.00	TBD	TBD
CIS 111 C	Discovering Computers 2017 Enhanced Edition Learning Microsoft Office Lab Manual ISBN: 9781337103268 Nordell LSC CC CMB MS OFF ISBN: 9781264097265	$132.00; $29.95	SIMnet Access	TBD
CIS 132 C	Cengage Unlimited 4-Month Excel	$119.99	N/A	N/A
CIS 142 C	Cengage Unlimited 4-Month Access	$119.99	N/A	N/A
CIS 190 C	N/A	N/A	N/A	N/A
CIS 195 C	N/A	N/A	N/A	N/A
CIS 196 C	N/A	N/A	N/A	N/A
CIS 211 C	CIS 211 Lab Manual (CUSTOM)	$44.95/ TBD	N/A	N/A
CIS 226 C	TBD	TBD	TBD	TBD
CIS 230 C	N/A	N/A	N/A	N/A
CIS 231 C	N/A	N/A	N/A	N/A
CIS 232 C	N/A	N/A	N/A	N/A
CIS 233 C	N/A	N/A	N/A	N/A

CIS 234 C	N/A	N/A	N/A	N/A
CIS 236 C	Oracle 12: SQL ISBN: 9781305251038	$100.00	TBD	TBD
CIS 239 C	N/A	N/A	N/A	N/A
CIS 247 C	TBD	TBD	TBD	TBD
CIS 254 C	TBD	TBD	TBD	TBD
CIS 258 C	TBD	TBD	TBD	TBD
CSCI 242 C	TBD	TBD	TBD	TBD
COMM 120 C	Understanding Intercultural Communication (2nd Edition) ISBN: 9780199739790	$121.95	N/A	N/A
COUN 139 C	N/A	N/A	N/A	N/A
COUN 140 C	N/A	N/A	N/A	N/A
COUN 145 C	TBD	TBD	TBD	TBD
COUN 150 C	**P.O.W.E.R Learning: Strategies for Success in College and Life, 8th Edition. By Robert Feidman. ISBN: 978-0077842154**	**$53.12**	N/A	N/A
DANC 101 C	TBD	TBD	TBD	TBD
DANC 141 C	TBD	TBD	TBD	TBD
ENGL 060 C	**Evergreen: A Guide to Writing with Readings by Susan Fawcett ISBN-13: 978-1285174839**	$84.35; $17.99;	N/A	N/A

	***Outliers,* by Malcolm Gladwell ISBN: 978-0-316-01793-0** ***The Power of Habits,* by Charles Duhigg ISBN: 978-0-8129-8160-5** ***The Other Wes Moore: One Name, Two Fates,* by Wes Moore ISBN-13: 978-0385528207**	$18; $17.10		
ENGL 100 C	**Rereading America: Cultural Contexts for Critical Thinking and Writing (11th ed.) ISBN: 978-1-319-05636-0** **The Little Seagull Handbook (3rd ed) ISBN: 978-0-393-60263-0**	$86.75; $29.50	N/A	N/A
ENGL 104 C	(AUHSD) Critical Thinking, Reading and Writing: A Brief Guide to Argument (2016, 9th edition) ISBN: 978-1319035457 (OX) On Earth We're Briefly Gorgeous ISBN: 9780525562023 (OX) Housekeeping ISBN: 9780312424091 (OX) Their Eyes Were Watching God ISBN: 9780061120060 (CVA)A Brief Guide to Arguing about Literature ISBN: 9781319035303 (CVA) Twilight: Los Angles, 1992 (Acting Edition) ISBN: 9780822218418	$16.99; $26; $7.99; $13.50; $35.25; $7.50	N/A	N/A

ETHS 101 C	A Different Mirror // Author: Takaki ISBN: 9780316022361	$15.00	N/A	N/A
ETHS 150 C	The Chicano Studies Reader: An Anthology of Aztlan 1970-2010 ISBN: 9780895511232	$21.95	N/A	N/A
ETHS 171 C	TBD	TBD	TBD	TBD
GEOG 100 C	Geography: Realms, Regions, and Concepts (16th Ed) ISBN: 978118673959	$190.00	TBD	TBD
HIST 113 C	Worlds Together, Worlds Apart Concise, 2E Vol2 w/ Bind-in Card (EB, IQ, SS, Tutorials) ISBN: 9780393668551	$93.50	TBD	TBD
HIST 171 C	OpenStax US History Textbook (Free PDF Download Available)	Online/Free	TBD	TBD
HRC 100 C	Nutrition for Foodservice and Culinary Professionals (9th Edition): 9781119148494	$182.00	N/A	N/A
HRC 101 C	TBD	TBD	TBD	TBD
HRC 120 C	TBD	TBD	TBD	TBD
HS 277 C	Multicultural Health ISBN: 9781885693389	$75.00	N/A	N/A
KIN 235 C	Pocket Mask ARC; Responding to Emergencies ISBN: 9781584805540	$20.00; $66.75	CPR Certification	$35.00
KIN 248 C	TBD	TBD	TBD	TBD
KIN 247 C	Financing Sport 2nd Edition. Dennis R. Howard & John L. Compton. ISBN: 9781885693389	$111.46	N/A	N/A
KIN 249 C	TBD	TBD	TBD	TBD
KIN 255 C	American Red Cross Lifeguarding Manual ISBN: 9780998374505	$41.01	N/A	N/A

KIN 280 C	Schneider, M. (2017). Introduction to Public Health (5th Edition). Bulington, Ma: Jones & Barlett Learning. ISBN: 9781284089233	$69.99	N/A	N/A
KIN 284 C	Insel, C., Roth, W. Insel, P. Connect core Concepts in Health, Big, Loose Leaf Edition, 16th Edition, 2020. McGraw-Hill. ISBN: 9781260153477	$59.99	N/A	N/A
KIN 289 C	TBD	TBD	TBD	TBD
LIB 100 C	TBD	TBD	TBD	TBD
MATH 115 C	TBD	TBD	TBD	TBD
MATH 120 C	MyLab Statistics with Pearson eText 18-Week Standalone Access Card-for statistics: Informed Decisions Using Data 5th Edition ISBN: 9780135834497	$180.00	TBD	TBD
MATH 250 AC	Multivariable Calculus 10th Edition ISBN: 9781285060293	$115.00	N/A	N/A
MATH 250 BC	Differential Equations and Linear Algebra 4th Edition ISBN: 9780321964670	$149.32	N/A	N/A
MGT 161 C	Busn 11: Introduction to Business ISBN: 9781337407120	$75.00	N/A	N/A
MGT 240 C	The Legal Environment of Business ISBN: 9781305967304	$180.00	N/A	N/A
MGT 262 C	MGT 10: Principles of Management ISBN: 9781337116756	$69.41	N/A	N/A
MKT 222 C	TBD	TBD	TBD	TBD
MUS 114 C	TBD	TBD	TBD	TBD
MUS 119 C	What's That Sound? An Introduction to Rock and Its History (5th Edition) ISBN: 9780393937251	$100.00	N/A	N/A

	What's That Sound? An Introduction to Rock and Its History (4th Edition) ISBN: 9780393624144			
SOC 101 C	Sociology: A Down-to-Earth Approach, 13th Ed. ISBN: 9780134205571 SOC 6 ISBN: 9781337405218	$250.00; $250.00	N/A	N/A
THEA 100 C	TBD	TBD	TBD	TBD
THEA 120 C	TBD	TBD	TBD	TBD
THEA 132 C	N/A	N/A	N/A	N/A
THEA 133 C	N/A	N/A	N/A	N/A
THEA 135 C	N/A	N/A	N/A	N/A
THEA 136 C	N/A	N/A	N/A	N/A

FULLERTON COLLEGE:

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL ITEMS	COST
1. AJ 100F	Hess, K. M., Orthmann, C. H. and Cho, H. L.(2018). Introduction to Law Enforcement and Criminal Justice (Looseleaf) 12th Ed. Cengage Learning ISBN: 9781305968899	$37.13	N/A	N/A
2. AJ 223F	Hess, K., Orthmann, C. H. and Cho, H. L.(2017). Criminal Investigation (Looseleaf) 11th Ed. Cengage ISBN: 9781337500616	$24.99	N/A	N/A

3. AJ 278F	TBD	N/A	N/A	N/A
4. AJ 279F	TBD	N/A	N/A	N/A
5. BIOL 190F	Open Educational Resource	$0	N/A	N/A
6. BIOL 190FL	TBD	N/A	N/A	N/A
7. BUS 100F	Pride, W. M., Hughes, R. J. and Kapoor, J. R.(2019). Foundations of Business 6th Ed. Cengage Learning ISBN: 9781337386920	$119.99	N/A	N/A
8. BUS 181F	TBD	N/A	N/A	N/A
9. CDES 120F	TBD	N/A	N/A	N/A
10. COMM 100F	Lucas, S.(2020). Art of Public Speaking (Looseleaf) 13th Ed. McGraw-Hill ISBN: 9781260412932	$33.20	N/A	N/A
11. COUN 140F	None	N/A	N/A	N/A
12. COUN 144F	TBD	N/A	N/A	N/A
13. COUN 151F	Gardner, J. N. and Barefoot, B. O.(2019). Step by Step to College and Career Success 8th Ed. Bedford Books ISBN: 9781319107277	$24.99	N/A	N/A
14. DART 101F	TBD	N/A	N/A	N/A
15. ENGL 101F	TBD	N/A	N/A	N/A
16. ETHS 150F	Gutierrez, R. A.(2016). FC Library Stock (free): The New Latino Studies Reader 16th Ed. University of California Press ISBN: 9780520284845	$0	N/A	N/A
17. HIST 113F	TBD	N/A	N/A	N/A
18. HIST 171F	TBD	N/A	N/A	N/A
19. JOUR 271F	Associated Press(2019). Associated Press Stylebook 2019: and Briefing on Media Law 19th Ed. Basic Books, Inc. ISBN: 9781541699892	$6.99	N/A	N/A
20. JOUF 272F	Associated Press(2019). Associated Press Stylebook 2019: and Briefing on Media Law 19th Ed. Basic Books, Inc. ISBN: 9781541699892	$6.99	N/A	N/A
21. MATH 121F	TBD	N/A	N/A	N/A
22. MUS 116F	Kamien, R.(2018). Music: Appreciation 12th Ed. McGraw-Hill Publishing Company ISBN: 9781259892707	$103.79		
23. MUS 119F	Covach, J. and Flory, A.(2018). What's That Sound?: An Introduction to Rock and Its History 5th Ed. W.W. Norton & Co. ISBN: 9780393624144	$24.99	N/A	N/A
24. MUSA 110F	Rundus, K.(2015). Cantabile Voice Class 15th Ed. Pavane ISBN: 9781495027413	$20.99	N/A	N/A

25. MUSA 111F	Rundus, K.(2015). Cantabile Voice Class 15th Ed. Pavane ISBN: 9781495027413	$20.99	N/A	N/A
26. MUSA 112F	Rundus, K.(2015). Cantabile Voice Class 15th Ed. Pavane ISBN: 9781495027413	$20.99	N/A	N/A
27. MUSA 151F	TBD	N/A	N/A	N/A
28. MUSA 152F	TBD	N/A	N/A	N/A
29. MUSA 161F	None	N/A	N/A	N/A
30. MUSA 162F	None	N/A	N/A	N/A
31. MUSA 170F	None	N/A	Drum Pad & Drum Sticks	$22.97
32. MUSA 172F	None	N/A	Drum Pad & Drum Sticks	$22.97
33. MUSA 250F	TBD	N/A	N/A	N/A
34. MUSA 260F	None	N/A	N/A	N/A
35. MUSA 270F	None	N/A	Drum Pad & Drum Sticks	$22.97
36. NUTR 210F	Sizer, F. and Whitney, E.(2020). Nutrition: Concepts and Controversies 15th Ed. Cengage Learning ISBN: 9781337906371	$8.55	N/A	N/A
37. SOC 101F	https://openstax.org/details/books/introduction-sociology-2e	$0	N/A	N/A

5. FACILITIES USE

5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

5.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS

FOCUSED FITNESS L.L.C.

WELNET SERVICE AGREEMENT

This WELNET Service Agreement ("**Agreement**") is effective on July 1, 2021 ("**Effective Date**") and is made by and between Focused Fitness, LLC, a Washington limited liability corporation with its principal place of business at 2406 S. Dishman-Mica Rd., Ste. 4, Spokane Valley, WA 99206 ("**Focused Fitness**") and Anaheim Union High School District, a School Client, with its principal place of business at 501 N. Crescent Way, Anaheim, CA 92801-3520 ("**Client**").

1. **Definitions.**

1.1 **"Administrator(s)"** means those Users who are granted expanded access to the Services, including without limitation the ability to import data into the Services.

1.2 "**Services**" mean the online services to be provided hereunder, as described in Attachment A or as otherwise agreed in a writing signed by the parties, including any modifications, bug fixes, improvements, or enhancements included by Focused Fitness as part of the Services during the term of this Agreement.

1.3 "**Focused Fitness Site**" means the collection of web pages containing a common base URL of www.focusedfitness.org that is delivered over the Internet.

1.4 **"WELNET site"** means the collection of web pages containing a common base URL of www.focuesdfitness.org/welnet that is delivered over the Internet.

1.5 **"User"** or **"Users"** means those students (if any), staff and teachers within the Client's school Client and/or school who are authorized by Client to access the Services, and includes Administrators.

2. **Services.**

2.1 General. Focused Fitness agrees to provide Users with the Services pursuant to the terms and conditions set forth in this Agreement. In the event that either party desires to make changes to Attachment A or to this Agreement during the term of this Agreement, such party shall so notify the other party, and both parties shall agree in writing on such changes and on necessary adjustments, if any, to the other terms of this Agreement that are required to accommodate such changes.

2.2 Non Exclusivity. Focused Fitness hereby grants to Client a non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this agreement. Nothing herein shall prevent Focused Fitness from marketing or selling any goods or services to any prospective customer.

2.3 Service Levels/User Support. Focused Fitness will provide the Services and User support in accordance with the service levels set forth in Attachment C.

3. **Consideration.**

3.1 General. Client will pay Focused Fitness for the Services pursuant to the "**Payment Schedule**" set forth in Attachment B.

3.2 Payment Terms. Client will pay all Focused Fitness invoices within thirty (30) days of the invoice date.

3.3 Taxes. Amounts stated under Section 3.1 do not include applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered hereby regardless of whether the same are separately stated by Focused Fitness. Such taxes are the responsibility of Client whether or not added to applicable invoices by Focused Fitness. Client may provide to Focused Fitness an exemption certificate in a form acceptable to Focused Fitness and to the relevant taxing authority, in which case Focused Fitness shall not withhold the taxes covered by such certificate following its receipt by Focused Fitness and during the period that such certificate is in effect, provided that Client shall remain liable for any such taxes that are the subject of such certificate and shall indemnify and hold Focused Fitness harmless therefrom.

4. **Publicity.**

4.1 Trademark License. Subject to the terms of this Agreement, each party grants to the other party a royalty-free, non-exclusive, non-transferable, personal license to use the Licensed Mark only on materials generated and delivered as a component of the Services and/or on either party's websites, during the Term, according to the terms and conditions in this Agreement and any other trademark guidelines in effect at the time of use as communicated by each party to the other party. Such Licensed Marks may be used solely in connection with the marketing and provision of the Services, including without limitation for purposes of advertising the identity of Focused Fitness' existing and/or past customers. **"Licensed Mark"** means those marks identified in Attachment D to this Agreement.

4.2 Communication to Users. Except as set forth in the Services to be provided to Client under this Agreement, Client will be responsible for communicating to Users regarding availability of the Services for access by Users.

5. **Data.** Client agrees that Focused Fitness will collect certain data and information (collectively "**Data**") relating to Client and Users in connection with this Agreement. In addition to those rights granted under Section 4.1 of this Agreement, Focused Fitness may use such Data for the following purposes:

(i) Aggregated Data. Client agrees that Focused Fitness may aggregate any and all combinations of Data collected by it under this Agreement such that the Data no longer contains any personally identifiable information of any User (**"Aggregated Data"**). All Aggregated Data is the property of Focused Fitness, and Client agrees that Focused Fitness may use such Aggregated Data for any purpose, including without limitation in publications and marketing materials.

(ii) Personally Identifiable Information of Users. All personally identifiable information of Users (**"User PII"**) is Confidential Information of Client as described in Section 7 of this Agreement. Notwithstanding that Section 7, Client hereby grants to Focused Fitness a non-exclusive, royalty-free limited right and license to use such User PII to create the Aggregated Data described in Section 5(i) of this Agreement.

(iii) Security Measures. Focused Fitness will protect the Hosting Environment, the Web Site, User Information, and transmission of data by between the Web Site and Users (collectively the **"Protected Services"**) using the highest industry standard procedures and technologies. Without limitation to the foregoing sentence, at a minimum, Focused Fitness will implement the following measures:

(a) At all times during the Term, Focused Fitness will protect the Protected Services by using industry standard intrusion detection technology, and monitor the Protected Services using trained Internet security specialists.

(b) Focused Fitness will protect the Protected Services with a firewall that is configured with an intrusion detection system that monitors the Internet segment and can immediately shut down ports that are being attacked.

(c) Focused Fitness will generate logs and review logs to determine unauthorized activities relating to the Protected Services every ten (10) days.

(d) All physical access to the Protected Services will be restricted to authorized employees of Focused Fitness who have a need to for such access to carry out their duties, and are under an obligation to treat the Protected Services as confidential and to comply with Focused Fitness's obligations under this Agreement.

(e) All Internet access to the Protected Services must be accomplished via SSL (Secure Socket Layer) Version 3 or a successor version thereto, which must provide an encrypted session over the Internet.

6. **Client's Responsibilities.**

6.1 System Requirements. The Services are made available over the Internet. To access the Services, Users must have: (i) a suitable Internet connection, and (ii) access to a computer that meets the minimum hardware and software requirements specified by Focused Fitness from time to time on the Focused Fitness Site. Client acknowledges that it is responsible for ensuring that Users can comply with the System Requirements. Client, and not Focused Fitness, is responsible for User support with respect to the User's Internet connection, computer hardware, computer software or personal email accounts.

6.2 Passwords. Users obtain access to the Services through the usage of passwords. Users must comply with Focused Fitness's policies and procedures, as communicated from time to time to Client on the Focused Fitness Site, relating to the issuance, protection and administration of such passwords. Client will ensure that Users comply with any such requirements. Client, and not Focused Fitness, is responsible for any damages and/or disclosure of information, including without limitation User PII, that results from any User's misuse of a password and/or the Services, including without limitation such User's failure to adequately protect the secrecy of the password and/or access to the Services.

6.3 Parental Consent. Client, and not Focused Fitness, is responsible for obtaining any and all necessary parental consent for any student Users to access and use Services.

6.4 User Requirements. All Users of Services must comply with any Focused Fitness terms of use and/or privacy policy in effect as published on the Focused Fitness Site (**"Terms of Use"**). Focused Fitness reserves the right to suspend or discontinue a User from accessing Services at any time if the User violates the Terms of Use. Client is responsible for (i) ensuring that Users are aware of Focused Fitness's Terms of Use, (ii) working in good faith to ensure that Users comply with the Terms of Use, and (iii) notifying Focused Fitness of any activity by Users in violation of the Terms of Use.

6.5 Surveys. Client agrees to cooperate with Focused Fitness and permit Focused Fitness to conduct user satisfaction surveys of Users, at Focused Fitness's expense.

6.6 Access Limited to Users. Client will not resell the Services or provide access to the Services to any third parties who are not Users.

6.7 All Rights Reserved. The Services provide access to certain content owned or licensed by Focused Fitness and protected by national and international copyright and trademark laws. Except for the rights expressly granted in Section 2, Focused Fitness expressly reserves all right, title, and interest in and to the Services and Client agrees that Focused Fitness does not, directly or by implication, by estoppel or otherwise, grant any other rights or licenses to Client under this Agreement. Client will not remove or alter any trademark or other proprietary notice in or on any Services.

7. **Confidential Information.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except as expressly authorized herein. The term "Confidential Information" means all nonpublic information that a party designates as confidential at the time of the disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the receiving party should in good faith treat as confidential. Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that: (i) was generally known to the public at the time disclosed by the Disclosing Party; (ii) became generally known to the public other than through a breach of this Agreement by the receiving party after the time of disclosure to the receiving party by the disclosing party; (iii) was in the receiving party's possession free of any obligation of confidentiality at the time of disclosure to the receiving party by the disclosing party; (iv) was rightfully received by the receiving party from a third party that was free of any obligation of confidentiality after disclosure by the disclosing party to the receiving party; or (v) was independently developed by the receiving party without reference to or use of Confidential Information disclosed by the disclosing party.

8. **Feedback.** Either party may from time to time provide suggestions, comments or other feedback (**"Feedback"**) to the other party with respect to Confidential Information disclosed to it by the other party. Both parties agree that notwithstanding anything to the contrary in this Agreement, all Feedback is and shall be entirely voluntary and shall not, absent separate written agreement, constitute Confidential Information or create any confidentiality obligation for the receiving party. Each party shall be free to use, implement and disclose such Feedback as it sees fit, entirely without obligation of any kind to the other party, with the sole exception that the party receiving Feedback will not disclose that the other party provided such Feedback except with prior written consent.

9. **Representations and Warranties.** Each party hereby represents and warrants that (i) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal and binding obligation of such party, enforceable against such party in accordance with its terms; (ii) such party has all necessary power and authority to execute and perform in accordance with this Agreement; (iii) it will comply with all applicable laws in the performance of its obligations under this Agreement, in particular with any federal and state rules regarding student records, privacy, and the commercial use of student information, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act of 1996; and (iv) such party's execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such party is subject, or any agreement or other obligation directly or indirectly applicable to such party or binding upon its assets.

10. **Indemnity.**

10.1 Duty to Indemnify. Each party will indemnify, defend, and hold the other party and its officers, employees, consultants and agents harmless from any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim resulting from any breach or alleged breach of the indemnifying party's representations, warranties and covenants set forth in Section 9 of this Agreement.

10.2 Process. With respect to any third party claims for which one party ("**Indemnifying Party**") is obligated to defend and indemnify the other party ("**Indemnified Party**") under Section 10.1, the following procedures apply: The Indemnified Party will permit the Indemnifying Party, through counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party, to answer and defend the claim. The Indemnifying Party will permit the Indemnified Party to participate in its own defense with its own counsel at its own expense. If the Indemnified Party elects to participate in its own defense, the Indemnifying Party agrees to consider in good faith the views of the Indemnified Party and its counsel and to keep the Indemnified Party and its counsel reasonably informed of the progress of the defense, litigation, arbitration, or settlement discussions relating to the claims. The Indemnifying Party will not settle any claims against the Indemnified Party except with Indemnified Party's prior written permission, which permission will not be unreasonably withheld or delayed. The Indemnifying Party is not responsible for any settlement made by the Indemnified Party without the Indemnifying Party's written permission. If the Indemnified Party and Indemnifying Party agree to settle a claim, the Indemnifying Party will not publicize the settlement without first obtaining the Indemnified Party's written permission.

11. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 8 ABOVE, ALL SERVICES PROVIDED BY FOCUSED FITNESS HEREUNDER ARE PROVIDED "AS IS" AND FOCUSED FITNESS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

12. **LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES.**

12.1 EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 7 OR OBLIGATIONS UNDER SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 LIMITATION ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FOCUSED FITNESS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY FOCUSED FITNESS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OR THE CAUSE OF ACTION OR ALLEGED BASIS OF THE CLAIM, AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

13. **Term, Termination, and Renewal**

13.1 Term. This Agreement will be effective as of the Effective Date, and will continue in effect until 1 year after the Effective Date (**"Initial Term"**).

13.2 Termination For Cause. Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Focused Fitness may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is sixty (60) days overdue on any payment due to Focused Fitness under this Agreement.

13.3 Effect of Expiration/Termination. Upon the expiration or termination of this Agreement Client will pay all amounts due to Focused Fitness up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement:

14. **Non-Discrimination Statement**

14.1 Focused Fitness assures the School Client that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

15. **Miscellaneous.**

15.1 Relationship of parties. Client and Focused Fitness are independent with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

15.2 Force Majeure. For a reasonable time period, each party will be excused from delay or failure in performance due to causes beyond such party's reasonable control including without limitation, acts of God, government action, regulations, riots, wars, floods, and/or earthquakes.

15.3 Notices. Any notice provided for in this Agreement must be given in a non-electronic record by registered or certified U.S. mail as designated below, return receipt requested, postage paid. It will be effective on the day it is mailed to the following address designated by each party.

	Focused Fitness Contact Person	**Contact Person**
Name	Ron Malm	MJ Cooke
Title	COO	District Intramural Sports Director Physical Education Specialist AIME Program Director
Organization	Focused Fitness, LLC	Anaheim Union HS District, CA
Address	2426 S. Dishman Mica Rd	501 N. Crescent Way
City, State, Zip	Spokane, WA 99206	Anaheim, CA 92801-3520
Phone	509 327-3181 Ext. 101	(714) 999-3794
Email	ron@focusedfitness.org	cooke_m@auhsd.us

15.4 Assignment. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

15.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.6 Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of Washington (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. All disputes brought by either party arising under this Agreement will be brought in a court of competent jurisdiction in Spokane County, Washington, as permitted by law, and each party hereby submits to the exclusive jurisdiction and venue in such courts. Client waives all defenses of lack of personal jurisdiction and forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

15.7 Attorney's Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees.

15.8 Severability. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be null and void.

15.9 No Third Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

15.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, Focused Fitness and Client agree to the terms and conditions set forth in this Agreement.

Focused Fitness Inc.

By:_____
Print Name: Ron Malm
Title: COO
Date: 3/1/2021

Anaheim Union High School District:

By:_____
Print Name: Dr. Jaron Fried
Title: Assistant Superintendent, Ed. Division
Date: 6/18/21

ATTACHMENT A

Services

The **WELNET Software Program** is an easy to use, customizable, web-based software application that simplifies the process of gathering student academic, fitness and health data, printing individual and group reports and can be accessed from any internet enabled computer. Student access allows for the entering of academic assessments and behavioral logs to include: activity, nutrition, hydration, mileage and sleep. An evaluation component is included that allows Clients to analyze teacher, student and workshop survey information. WELNET is curriculum based, allows students to create an electronic portfolio and is aligned with the Five for Life Program.

WELNET FEATURES:

- Web-based software allows users to input fitness, behavioral and cognitive data at any workstation with internet capabilities
- Software management system for fitness, health and cognitive data
- Application allows for a coordinated school fitness and health approach between administrators, physical educators, health educators, classroom teachers, nurses and parents
- Password protected login to ensure safety of data
- User friendly import feature for entering students' demographical information
- One step process for data extraction
- Class lists are automatically generated
- **Fitness Measurements**
    - Application allows for 100% fitness measurement customization
        - Ability to choose unlimited fitness measurements items
        - Selection of standards that accompany measurements
        - Modifications can be made at any time to class sessions, student information, fitness measurements, standards and more
    - Ability to customize fitness reports to include specific information related to fitness and health measurements
    - Generates fitness and health profiles for each student and tracks progress over time
    - Multiple reports provide summary information to instructors and administrators that includes; number of participants measured, demographical information and fitness and health scores compared to health standards
    - Automatic calculation of BMI, fat-free mass and healthy ranges for blood pressure
- **Behavioral Inventories**
    - Student access to activity, nutrition, hydration and sleep logs
    - Multiple reports provide summary information to instructors and administrators that includes; number of participants, behavioral information and behavioral information compared to standards
- **Cognitive Assessments**
    - Student access to complete any assessment located in the Five for Life Program K-12
    - Multiple reports provide summary information to instructors and administrators that includes; number of participants assessed and total scores achieved compared to possible scores
- **LMS Integration (eKadence)**
    - Teachers embed WELNET® assignments into eKadence
    - Students access WELNET® assignments in eKadence (fitness goals, Fitness Plan, SMART Goals, behavior logs, and cognitive assessments)
    - Multiple reports provide summary information to instructors and administrators

Hardware Requirements:

- Desktop, Laptop or Tablet Computer with internet access
- Web Browser (Internet Explorer Recommended)
- Printer

ATTACHMENT B

Payment Schedule

Anaheim Union High School District, will pay Focused Fitness for Services according to the following "**Payment Schedule**":

Initial Term

$22,500.00 – (Paid on previous contract- not due at this time) WELNET Software: This fee includes 3 years of hosting, yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and unlimited technical support.

Grant billing, including the WELNET fee for the Initial Term, will be solely based on the Services Contract. There will be no separate billing for WELNET during the Initial Term.

Initial Term –October 1, 2010 – September 31, 2013

Renewal Term

$1,500 – WELNET Software: This yearly fee includes: yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and up to 3 hours of technical support. Additional technical support will be billed at a rate of $125/hour.

Renewal Term – July 1, 2021 – June 30, 2022

ATTACHMENT C

Service Levels

Focused Fitness will use commercially reasonable efforts to ensure that WELNET is available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month.

Focused Fitness and Client will collaborate to resolve any software-related functionality issues. Focused Fitness will use commercially reasonable efforts to assist Client in resolving any such issues within 72 hours of receipt of written notice from Client. Client's written notice shall specify the nature of the problem and the steps taken by Client to investigate or otherwise remedy the problem.

ATTACHMENT D

Licensed Marks

WELNET
software

FOCUSED FITNESS
Sensible Fitness and Health Programs for Today's Kids

EXHIBIT EEE

the art of education UNIVERSITY

Anaheim Union High School District - Renewal

Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801
United States

Brian Belski
District Visual & Performing Arts Director
belski_b@auhsd.us
714-394-5480

Reference: 20210510-102918000
Quote created: May 10, 2021
Quote expires: July 30, 2021
Quote created by: Jon McKinney
jonmckinney@theartofeducation.edu

Comments from Jon McKinney

Contract Term: August 1, 2021 through July 31, 2021

Products & Services

Item & Description	Quantity	Unit Price	Total
Curriculum Suite | One Year Subscription - 2021 Renewal PRO Learning | Personalized professional learning platform with on-demand access to instructional resources exclusively for art educators. Includes product training and implementation support. FLEX Curriculum | Customizable curriculum platform with on-demand access to lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	20	$699.00	$13,980.00 for 1 year
FLEX Curriculum | One Year Subscription 2021 FLEX Curriculum | Customizable curriculum platform with on-demand access to lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.	4	$479.00	$1,916.00 for 1 year

Subtotals

One-time subtotal	$15,896.00

EXHIBIT EEE

Total $15,896.00

Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Signed Quote/Service Order form
- Purchase Order and/or Payment, Sales Tax Exemption, if applicable.
- Terms are Net 30.
- **Terms and Conditions**

Brian Belski
belski_b@auhsd.us

Questions? Contact me



Jon McKinney
jonmckinney@theartofeducation.edu

The Art of Education University
518 Main Street, Suite A
Osage, IA 50461
US

EXHIBIT FFF

makemusic

7007 Winchester Circle, Boulder, CO 80301

Ref. Code:	**NKC3-8HNP**
Email:	**belski_b@auhsd.us**
Issued:	**Friday, May 7, 2021 2:06 PM**
Expires:	**Tuesday, July 6, 2021 2:06 PM**

Purchase Orders should be uploaded to https://quotes.smartmusic.com/find. This will ensure the fastest platform activation time.
You will need your email address and Reference Code listed below.
belski_b@auhsd.us
NKC3-8HNP

Bill To:
Anaheim union High Sch Dist
501 Crescent Way
Anaheim, CA, US 92801

Ship To:
Anaheim Union High Sch Dist
501 N Crescent Way
Anaheim, CA, US 92801

If you're paying with a credit card, call 866-240-4041 (US) or 952-937-9611 (INT) and have your reference code handy. Tax will be applied to the final price, if applicable.

Qty	Item	Description	Unit Price	Total
28	Full Access Teacher Subscription	A Full Access Teacher subscription for SmartMusic Web	$39.99	$1,119.72
3775	Performer Subscription with Bulk Discount	A Performer subscription for SmartMusic Web with bulk discount	$13.99	$52,812.25

Sales Contact:
866-240-4041
sales@makemusic.com

Subtotal (USD):	**$53,931.97**
Tax (USD):	**$0.00**
Amount Due (USD):	**$53,931.97**

EXHIBIT GGG

Sales Quotation

GraceNotes LLC

1321 Upland Drive
Suite 12621
Houston, Texas 77043
tel: 888-433-7722
orders@sightreadingfactory.com
www.sightreadingfactory.com

Prepared for:

Anaheim Union High School District
Attn: Brian Belski
501 Crescent Way.
Anaheim, CA 92801 USA

Thank you for your inquiry dated: 5/7/2021
We are pleased to quote you the following:

Subscriptions

Type	Unit Price	Quantity	Total
Educator	$35.00	25	$875.00
Students*	$2.00	2725	$5450.00
Number of Years		1	
Total			**$6325.00**
Promo code			
Bulk Discount**		20%	-$1265.00
Total			**$5060.00**
Multiple Year Discount***		0%	-$0.00
Grand Total (U.S. Dollars)			**$5060.00**

* For 100 or more students the price is $2 per student. For less than 100 students you can enter a quantity in the box above to find out the pricing per student. Your account currently has a credit for 0 student subscriptions.

** The discount is the greater of the bulk purchase discount and the promo code discount. The bulk discount is 10% for greater than $300, 15% for greater than $600, and 20% for greater than $1000.

*** 2 to 4 years has a 5% discount, 5 or more years has a 10% discount.

INDEMNIFICATION AGREEMENT FOR INTERN

This Indemnification Agreement for Intern (Agreement") is made between Anaheim Union High School District ("AUHSD") and Rolls-Royce High Temperature Composite Inc. ("Rolls-Royce").

WHEREAS, AUHSD sponsors or may sponsor from time to time high school students ("Interns") to receive classroom and work experience (jointly "Internship Program") at facilities under the control of Rolls-Royce in pursuit of AUHSD's 2021 AIME Summer Internship Program;

NOW THEREFORE, as required by Rolls-Royce as a condition for and consideration for providing the Internship Program and reliance hereon by Rolls-Royce, AUHSD hereby agrees:

1. Status of Intern. AUHSD represents and warrants to Rolls-Royce that the Intern shall at all times be solely the employee of the AUHSD.

2. Incidental Work Product. AUHSD acknowledges there is no intent that Rolls-Royce will benefit from the relationship, although some incidental work product may result from the Internship Program.

3. Travel and Other Expenses. The AUHSD acknowledges that Rolls-Royce may direct the travel and location of the Intern but all travel expenses and all other expenses are to be paid by Intern or provided for by AUHSD.

4. Assumption of Risk, Indemnification and Waiver. AUHSD assumes the entire responsibility and liability for any and all injury of any kind of nature whatsoever (including death) to an Intern and injury to persons and damage to property caused by, resulting from, related to the action or inaction of an Intern arising from or relating to the Internship Program. Except to the extent, if any, expressly prohibited by statute, should any legal or equitable claims, liabilities, expenses, or causes of action for such damage or injury (including death) be made or asserted, by an Intern or a third party based upon the action or inaction of an Intern, AUHSD and (and its owners, principals agents predecessors, heirs, successors, executors, assigns and legal representatives) further agrees to hold Rolls-Royce (and its affiliated companies or entities, predecessors, successors, officers, directors, shareholders, employees, agents, legal representatives, attorneys, and insurers) harmless against any and all claims, demands, causes of action and judgements of every kind and character, including court costs and attorney's fees, arising, occurring, growing out of, incident to, or resulting directly or indirectly from claims made against Rolls-Royce by Interns or third-party persons performing services for Rolls-Royce as part of the Internship Program and which related in any way to employee misclassification, including, but not limited to, claims for unpaid wages, employee benefits, unpaid overtime, workers compensation, and unemployment insurance compensation, whether arising under federal, state or local law, or common lay

of any jurisdiction, including any and all claims under the Fair Labor Standards Act, where brought as class claims or individual claims, or brought by a state or federal administrative agency. AUHSD's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law, including but limited to the negligence, either directly or indirect, of Rolls-Royce, but in no event shall they apply to liability caused by the gross negligence or willful misconduct of Rolls-Royce to be indemnified or held harmless. All liability, payment, costs, judgments, and legal fees paid as the result of any workers compensation claim made by the Intern, shall be paid by AUHSD and its workers compensation carrier. AUHSD waives the exclusive remedy provisions of any workers compensation statute or other statute or rule of law or equity.

5. Insurance. AUHSD shall maintain in full force and effect at all times insurance policies covering workers compensation, in not less than $5,000,000 or statutory required amounts. All policies shall be issued by companies, and in a form, acceptable to Rolls-Royce. The workers compensation policy shall include an Alternative Employer Endorsement naming Rolls-Royce as Alternative Employer. The insurance policies shall provide that they shall be deemed primary insurance to any similar insurance Rolls-Royce may obtain for its own benefit, which shall be excess or secondary but not contributing insurance. AUHSD's workers compensation shall waive the insurer's right of subrogation against the Rolls-Royce.

6. Integration and Release. This Agreement is the final and complete agreement of the parties with regard to the issues described. All prior written and oral negotiations, representations, agreements and warranties related to or pertaining to them are superseded by and merged into this Agreement.

7. Severability. If any court of competent jurisdiction or other tribunal with jurisdiction over the matter and the parties shall determine that part or all of this Agreement is unenforceable or invalid, the challenged provisions shall be revised and enforceable by the court or tribunal to the extent permitted by law and shall not affect other provisions.

8. Waivers. No waiver of any obligation, condition, representation or warranty shall be effective unless in a writing signed by the Party against whom the waiver is sought to be enforced.

Date: MAY 11, 2021

"AUHSD"
Anaheim Union High School District

By: Dr. Jaron Fried
Its: Assistant Superintendent, Ed. Division

"ROLLS-ROYCE"
Rolls-Royce High Temperature Composite Inc.

Deepak Ramakrishnan
By: DEEPAK RAMAKRISHNAN
Its: QUALITY MANAGER

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

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into this (Board Approval Date):

17th	day of	June	2021

in reference to the Consulting Agreement by and between

Experience Inc.

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

January 14, 2021

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with Experience, Inc. The original agreement was at a cost not to exceed $16,445, for services provided December 1, 2020 through December 20, 2020 to develop and deliver a cybersecurity-focused work-based learning externship program for students in the cybersecurity pathway at Magnolia High School and Dale Junior High School.

The district would like to offer additional summer externship work-based learning programs focused on cybersecurity, game development, entrepreneurship, and technology fundamentals, to a total of 80 students, resulting in an amendment to the consulting agreement.

An additional $31,923 is requested to provide these services, as well as an amendment to the dates of service. The new amount is not to exceed $48,368. Services will be provided from December 1, 2020, through September 1, 2021.

All other terms and conditions of the original agreement will remain in force.

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

CONSULTANT:	**DISTRICT:**
Typed Name of consultant **(same as page 1)**:	
Experience Inc.	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Olen Anderson-Bittenbender, Development Director	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Olen Anderson-Bittenbender	
Street Address:	Street Address:
9057 Greenwood Ave N., Suite 404	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Seattle, WA 98103	**Anaheim, CA 92803-3520**
Date:	Date:
5/7/21	June 18, 2021

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	Limited Liability Company LLC

Social Security Number*	or	Federal Identification Number*
		45-4130876

*Or, initial here:

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

Telephone Number:	E-mail Address:
206-858-2258	olen@experienceamerica.com

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:	Scott Kendall	Date:	5/11/21

EXHIBIT JJJ

Agreement Number: 51575

ANAHEIM UNION HIGH SCHOOL DISTRICT
NETWORK SUPPORT AND CYBER SECURITY SERVICES

This AGREEMENT is hereby entered into this 1st day of July, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support along with DISTRICT internet circuits(s) handoff and Distributed Denial of Services (DDoS) Protection and to assist DISTRICT in assessing the DISTRICT's network systems defenses

against electronic and social exploits to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT. SUPERINTENDENT will provide up to 10gbps data connectivity. Additional or higher speeds if requested by DISTRICT will be charged based on cost incurred by SUPERINTENDENT.

2.0 TERM.

The term of this AGREEMENT shall be for a period of one (1) year commence July 1, 2021, and ending on June 30, 2022, subject to termination as set forth in Section 13.0 of this AGREEMENT.

3.0 SCOPE OF WORK.

A. NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications and services via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications and services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging/Workflow (i.e. Pan, etc.) (Separate contract required)
6. Data Center Site Services-California (Separate contract required)
7. Data Center Site Services-Arizona (Separate contract required)

8. Technical Support/Professional Services (Separate contract required)

B. DDoS PROTECTION. SUPERINTENDENT shall make the best effort to protect against a Distributed Denial of Services (DDoS) attack against the DISTRICT. DISTRICT agrees that network traffic for the DISTRICT may be rerouted during a DDoS attack to a third-party entity for protection. District also agrees that SUPERINTENDENT may use alternative methods for DDoS protection. DDoS protection mechanism will only need to inspect META Data. A minimum of 20 total hours will be expended by SUPERINTENDENT staff to mitigate DDoS attack. SUPERINTENDENT has option to charge DISTRICT a rate of seventy-five dollars ($75.00) per hour for services beyond the 20 hours for this service per DISTRICT request.

C. DISTRICT is engaging SUPERINTENDENT as an independent contractor to assist DISTRICT in assessing DISTRICT's network systems defenses against electronic and social exploits. SUPERINTENDENT's cyber security services shall include the following:

1. Security Awareness Training
2. Security Assessment against Center for Internet Security (CIS) for effective cyber defense controls
3. Security Program Road Mapping
4. Security Program Document Development
5. Vulnerability Assessment
6. Security testing

D. DISTRICT understands and agrees that SUPERINTENDENT's services do not include data breach or forensic services.

SUPERINTENDENT shall perform the services referenced above as long as DISTRICT maintains a reasonable request for cyber security guidance and not for data breach or forensic services by the SUPERINTENDENT. SUPERINTENDENT assumes no responsibility for any security or data loss/breach from the guidance provided.

E. SUPERINTENDENT may, upon written request from the DISTRICT, provide other cyber security services that may arise. The DISTRICT shall pay SUPERINTENDENT for such additional services at a rate of One hundred fifty dollars ($150.00) per hour.

F. DISTRICT shall be solely responsible for all of DISTRICT's remediation based on findings, end user training, data, security, maintenance and upkeep of its network hardware, servers, storage and any other equipment based upon the cyber security services provided.

G. SUPERINTENDENT shall provide DISTRICT a report analysis of cyber security services provided. DISTRICT is responsible for correcting items in written analysis.

H. The written analysis provided by the SUPERINTENDENT is solely for the use of the DISTRICT. Accordingly, before taking actions based upon such information, SUPERINTENDENT encourages DISTRICT to consult with the appropriate professionals.

4.0 DISTRICT'S RESPONSIBILITIES.

A. DISTRICT acknowledges that DISTRICT's timely provision of and SUPERINTENDENT's access to relevant DISTRICT assistance, cooperation, and complete and accurate information and data is

essential to the performance of SUPERINTENDENT's services and that SUPERINTENDENT shall not be liable for any deficiency in performing the services if such deficiency results from DISTRICT's failure to provide the foregoing.

B. DISTRICT shall provide SUPERINTENDENT with appropriate information and reasonable access to DISTRICT's computer and network systems and provide all information, access, and cooperation reasonably necessary to facilitate the services, including an employee of DISTRICT who has substantial computer systems and network experience to act as a liaison between DISTRICT and SUPERINTENDENT. In addition, DISTRICT shall provide SUPERINTENDENT access to specific files or other data necessary to perform its work.

5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of Twelve thousand six hundred dollars ($12,600.00) for network support services and cyber security services rendered, pursuant to Section 3.0 of this AGREEMENT. DISTRICT's agrees to pay SUPERINTENDENT charges within (30) days upon receipt of an invoice from SUPERINTENDENT. SUPERINTENDENT shall invoice DISTRICT separately for additional network support services or cyber security services requested by DISTRICT. Payment shall be mailed to: Orange County Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus Drive, Costa Mesa, California 92626-9050, or at such other place as SUPERINTENDENT may designate in writing.

Charges per year shall be as follows:

1. $4,600.00 Network Support Services

2. $8,000.00 Cyber Security Services

Total Fees: $12,600.00

6.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance on SUPERINTENDENT'S Network between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 7:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays. Technical support outside of this timeframe will require prior authorization.

7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be 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 any loss or damage that results from scanning and/or security testing of the DISTRICT's network and computer systems, 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.

9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

10.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules and regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT's business, equipment and personnel engaged

in operations covered by this AGREEMENT or occurring out of the performance of such operations.

11.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the other party.

12.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

13.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or without cause, upon the giving of thirty (30) days prior written notice to the other party.

14.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given by: i) Personal service, or ii) 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 (3rd) 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 92801
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

15.0 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.

16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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EXHIBIT JJJ

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINT NAME: Dr. Jaron Fried	PRINT NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Administrator
DATE: 6/18/21	DATE: May 11, 2021

Anaheim Union High SD-NetworkSupport-CyberSecurity(51575)2021-2022
Zip5

EXHIBIT KKK

AGREEMENT NUMBER: 51410

2021-2022
INTERNET ACCESS AGREEMENT
ANAHEIM UNION HIGH SCHOOT DISTRICT

This Internet Access Agreement is hereby entered into this 1st day of July, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide Internet access for up to 10 GB and support to DISTRICT at no cost in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2021, and ending on June 30, 2022, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT. SUPERINTENDENT shall provide Internet access and support pursuant to Section 1.0 of this AGREEMENT at no cost to the DISTRICT. SUPERINTENDENT receives Internet access at no charge from the California K-12 High Speed Network. DISTRICT shall be notified in writing if SUPERINTENDENT no longer receives Internet access at no charge at which time, SUPERINTENDENT will provide DISTRICT an itemized invoice. DISTRICT will have the option to pay the invoice or terminate this AGREEMENT at DISTRCIT'S discretion.

4.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing technical support and assistance for Internet access between the DISTRICT and SUPERINTENDENT, provided however, that the availability or performance of this technical support service shall not be construed as altering or affecting SUPERINTENDENT'S obligations as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via telephone shall be provided to DISTRICT without charge Monday through Friday from 8:00 A.M. - 5:00 P.M., excluding SUPERINTENDENT'S holidays.

5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall be an independent contractor and shall be wholly responsible for the manner in which the services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. SUPERINTENDENT, its officers, agents, and employees, shall not be entitled to any rights, and/or privileges of DISTRICT'S employees and shall not be considered in any manner to be DISTRICT'S employees.

6.0 HOLD HARMLESS.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, officers, agents, and employees from every claim or demand and every liability loss, damage, or expense of any nature whatsoever which may be incurred by reason of any 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 every claim or demand and every liability, loss, damage, or expense of any nature whatsoever which may be incurred by reason of any negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

8.0 APPLICABLE LAW. The services completed herein must meet the approval of the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

9.0 ASSIGNMENT. Neither party shall subcontract or assign this AGREEMENT or the performance of any of the services set forth in this AGREEMENT without prior written approval of the non-assigning party.

10.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without cause, upon the giving of sixty (60) days prior written notice to the other party.

11.0 TOBACCO USE POLICY. In the interest of public health, the SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

12.0 NOTICES. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) 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 (3rd) 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 92801
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P. O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

13.0 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.

14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: Patricia McCaughey Authorized Signature
PRINTED NAME: Dr. Jaron Fried	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Administrator
DATE: 6/18/21	DATE: April 13, 2021

Anaheim Union High SD-Internet Access 2021-2022(51410)
Zip5

EXHIBIT LLL

Renewal Contract for Existing Clients
Web Hosting Services
04-15-2021

Anaheim UHSD (CA)

Web Hosting - 23 Site(s)

Making Information Technology Work for You

Cyberschool Web Hosting Platform

Web Hosting 2021-22 Academic Year

EXHIBIT LLL

Interactive Educational Services, Inc. (IES)
5401 Business Park South, Suite 108
Bakersfield, CA 93309
Toll Free: 1.877.495.3276 x100
Fax: 661.859.184

Anaheim UHSD (CA)
501 N Crescent Way
Anaheim, CA 92801

Term of Service - Please select your preference

✓ **1-Year Service Commencing July 1, 2021 and Terminating June 30, 2022.**

Web Hosting Services

IES Inc. agrees to provide Web Hosting Services to the Applicant at an external location outside of the Applicant's premises. Applicant agrees and acknowledges that IES Inc. provides Web Hosting Service only and does not provide website content. Applicant agrees and acknowledges that Applicant is entirely responsible for creating and providing all website content.

Cost for Services

Service	Qty/Sites	Annual Costs
Recurring Annual Web Hosting	**23**	**$13,984.00**
	Total Annual Cost	**$13,984.00**

Agreed Upon Billing Method

Applicant will be invoiced annually (once a year)

Terms and Conditions

IES, Inc. agrees to provide Applicant with Web Hosting Services beginning on the first day of the Term of Service. Applicant may terminate this agreement at any time with 30 days' written notice. IES, Inc. will terminate this agreement for nonpayment of fees at any time fees are delinquent for more than 30 days. There is an early termination fee if the customer terminates the service in less than 1 year(s). This fee is prorated and calculated by taking the months remaining on the Service Agreement multiplied by the monthly hosting fee (annual fee divided by 12) as specified in “Cost for Services” section of this contract.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written below:

Service Provider	Applicant
Mohsen Attaran	_____
04-15-2021	6/18/21
Mohsen Attaran President	Authorized Signature
Date	Date
	Print Name: Dr. Jaron Fried

AGREEMENT NUMBER 51369

ANAHEIM UNION HIGH SCHOOL DISTRICT
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-Based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-Based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and

potentially eligible individuals, and their families where appropriate, served by the SUPERINTENDENT and participating LEA'S; and

WHEREAS, DISTRICT is providing School-Based Medi-Cal Administrative Activities and wishes to participate in the School-Based Medi-Cal Administrative Activities Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commencing on July 1, 2021, and ending on June 30, 2022, subject to termination as set forth in this AGREEMENT.

2.0 RESPONSIBILITIES OF SUPERINTENDENT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, state and SUPERINTENDENT'S program requirements.

b. "Certify" to the STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulation expended are allowable "Program activities".
2. The availability and expenditure of one hundred percent (100%) of the non-Federal cost of performing Program activities.
3. That DISTRICT expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

c. Act as liaison between STATE and DISTRICT and as mandated by STATE, attend STATE trainings.

d. As mandated, provide a software platform through a third party vendor, through which the DISTRICT shall utilize the Random Moment Time Survey (RMTS) process. Although the SUPERINTENDENT will make every reasonable effort to facilitate the use of the software platform, the SUPERINTENDENT is not responsible for problems resulting from software platform or system errors.

e. Represent DISTRICT'S issues, concerns, and questions at scheduled statewide LEC Advisory Committee meetings, STATE meetings, and SMAA Program work groups.

f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings and trainings and provide STATE approved training materials and updates to DISTRICT.

g. On behalf of STATE, provide SMAA and RMTS program technical assistance.

h. Code all RMTS moments and make available to the DISTRICT its RMTS results. Coding is based on the presumption that the responses received from the DISTRICT are accurate and all necessary documentation exists to support it. The LEC shall not be responsible for monitoring, reviewing or verifying documentation for any coded moment.

i. Review and submit the Random Moment Time Survey (RMTS) quarterly invoices and related supporting documentation to the STATE on behalf of the DISTRICT and convey to the DISTRICT by warrant all funds received on behalf of DISTRICT from the STATE less any amount due the

SUPERINTENDENT as defined in Section 5.0 of this AGREEMENT. No funds will be conveyed to DISTRICT for invoices that have been disallowed by the STATE or any federal agency.

j. Work with DISTRICT to resolve any outstanding matters that prevent SUPERINTENDENT'S certification of claim.

k. Monitor SMAA and RMTS compliance of DISTRICT with all Federal, STATE, and SUPERINTENDENT'S Program requirements.

l. Designate an employee to act as liaison to DISTRICT regarding issues relating to this AGREEMENT.

m. Offer the DISTRICT the option of the LEC preparing the RMTS quarterly invoice for a mutually agreed to additional fee (See Appendix "C").

n. Assist the DISTRICT with the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage" from student data submitted by the DISTRICT.

o. Provide DISTRICT access to STATE SMAA Appeal Process upon request and appeal DISTRICT decision or action through the STATE SMAA Appeal Process as necessary.

3.0 RESPONSIBILITIES OF DISTRICT.

a. Responsibilities of SUPERINTENDENT and DISTRICT will be amended as necessary to comply with all Federal, STATE and SUPERINTENDENT'S program requirements.

b. Comply fully with all Title XIX Federal, STATE, and SUPERINTENDENT'S Program requirements.

c. RMTS software platform may be accessed only by employees of the DISTRICT for RMTS purposes. DISTRICT agrees to comply with the confidentiality and other requirements associated with use of the RMTS software platform. DISTRICT shall be responsible for any unauthorized use and understands that the DISTRICT may be held liable.

d. Quarterly assess SMAA claiming potential within the DISTRICT and determine which staff perform SMAA activities and what direct charges, if applicable, will be claimed. The DISTRICT will determine which staff participate in the quarterly Random Moment Time Survey (RMTS).

e. Certify to the SUPERINTENDENT and STATE:

1. The amount of DISTRICT'S general funds or any other funds allowed under Federal law and regulations expended on the allowable "Program activities".

2. The availability and expenditure, from allowable non-Federal funding sources, of one hundred percent (100%) of the cost of performing Program activities.

3. Expenditures represent costs that are eligible for Federal financial participation for that fiscal year.

f. If subcontracting for certain administrative activities, provide SUPERINTENDENT with a copy of the DISTRICT'S contract with vendor. DISTRICT may include vendor's allowable costs on its invoice, to the extent that same tasks are not performed by the SUPERINTENDENT and with

the understanding that the total annual vendor fees cannot exceed fifteen percent (15%).

g. Ensure that DISTRICT'S designated SMAA Coordinator attends quarterly Region 9 LEC SMAA Coordinators trainings and meetings.

h. Adhere to timelines established by the STATE and SUPERINTENDENT for completion of Program documentation (e.g., Program invoices, Random Moment Time Survey (RMTS) Rosters, Coding reports, etc.). Respond in a timely manner to all STATE and SUPERINTENDENT requests for information and documentation.

i. Respond to SUPERINTENDENT reviews with information and corrected documents upon request and work with SUPERINTENDENT to resolve any outstanding matters.

j. Appeal SUPERINTENDENT's decision through the STATE SMAA LEA Appeal Process if necessary.

k. Complete quarterly Random Moment Time Survey (RMTS), as required by the Centers for Medicare and Medicaid Services (CMS), to determine the amount of paid time spent on Program claimable activities.

l. DISTRICT will maintain a minimum response rate of eighty-five percent (85%) of the moments assigned per time study quarter. If DISTRICT is unable to maintain the required response rate, DISTRICT will have sanctions applied according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual.

m. Develop and maintain at the DISTRICT an Audit File to include at a minimum the following:

- Training materials.
- Random Moment Time Survey (RMTS) Time Survey Participant (TSP) Roster Reports and other documentation, including validation of time survey participant attendance.
- Time certification and supporting documentation for direct charge staff.
- Job Descriptions.
- Medi-Cal Percentage documentation.
- Invoice documents and supporting documentation.
- Contracts/MOU.
- Organizational Charts.
- School Calendar.
- Resource Directories and outreach materials.
- Program review documentation.

n. Prepare and certify School-Based MAA invoices to the LEC in conformance with STATE requirements and timelines providing SUPERINTENDENT with copies of SMAA invoice supporting documentation upon request.

o. DISTRICT agrees to maintain and preserve, documentation for a period of not less than five years after termination of Agreement and final payment from Department of Health Care Services (DHCS) to SUPERINTENDENT, to permit Department of Health Care Services (DHCS) or any duly authorized representative, to have access to examine or audit any pertinent books, documents, papers and records related to this AGREEMENT and to allow interviews of any employee who might reasonably have information related to such records.

p. If DISTRICT'S AGREEMENT is in excess of Ten thousand dollars ($10,000.00), DISTRICT shall agree and comply with the following terms and conditions:

1. Maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this AGREEMENT, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. DISTRICT'S facility or office or such part thereof as may be engaged in the performance of this AGREEMENT and its records shall be subject at all reasonable times to inspection, audit, and reproduction.

3. The Department of Health Care Services (DHCS), the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the Unites States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this AGREEMENT. DISTRICT agrees to allow the auditor(s) access to such records during normal business hours and to allow

interviews of any employees who might reasonably have information related to such records. Further, DISTRICT agrees to include a similar right of the STATE to audit records and interview staff related to performance of this AGREEMENT.

4. Preserve and make available its records (1) for a period of five (5) years from the date of final payment under this AGREEMENT, and (2) for such longer period, if any, as required by applicable statute, by any other provision of this AGREEMENT, or by subparagraphs (a) or (b) below:

(a) If this AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of resulting final settlement.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of

the regular five-year period, whichever is later.

5. DISTRICT shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code §10115.10, if applicable.

6. DISTRICT, may at its discretion, following receipt of final payment under this AGREEMENT, reduce its accounts, books and records related to this AGREEMENT to microfilm, computer disk, CD ROM, DVD, or their data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, DISTRICT must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to microfilm readers and microfilm printers, etc.

q. The STATE, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made of the premises of DISTRICT, DISTRICT shall provide all reasonable

facilities and assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

r. In the event an invoice is revised or is disallowed by the STATE, agree to reimburse SUPERINTENDENT within thirty (30) days of receipt of an invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S payment to the STATE for DISTRICT'S revised or disallowed invoice.

s. Ensure no duplicative billings.

t. Hold SUPERINTENDENT harmless from any Federal disallowance of SMAA claim payments made to DISTRICT by the STATE.

u. Designate an employee to act as a liaison with SUPERINTENDENT to provide DISTRICT specific information relative to SMAA Program administration and fiscal issues.

v. Provide SUPERINTENDET with student data files required for the calculation of the LEA Medi-Cal Eligibility Rate or "Data Match percentage".

w. **Complete and return with the fully executed AGREEMENT, SUPERINTENDENT'S School-Based Medi-Cal Administrative Activities (SMAA) District Information 2021-2022 form, Appendix "A", the School-Based Medi-Cal Administrative Activities (SMAA) LEC Fee Information 2021-2022 form, Appendix "C", Certification Regarding Lobbying form,**

Appendix "D", and Data Use Agreement, Appendix "E", attached hereto and incorporated by reference herein.

4.0 DATA USE AGREEMENT. The Parties agrees to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal system of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law as specified in School-Based Medi-Cal Administrative Activities (SMAA) Agreement for Disclosure and Use of Medi-Cal Data 2021-2022 (DATA USE AGREEMENT), Appendix "E", attached hereto and incorporated by reference herein. The DATA USE AGREEMENT must be signed by the Custodian of Records on behalf of the DISTRICT.

5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT and after SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to DISTRICT by warrant, all funds received on behalf of DISTRICT from the STATE less any amount due the SUPERINTENDENT and STATE as determined in Section 5.0 below. No funds will be conveyed to DISTRICT for invoices that have been revised or disallowed by the STATE or Federal. Payment to DISTRICT shall be made within forty-five (45) days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

6.0 FEE SCHEDULE.

a. RMTS Software Platform Fee. DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing

the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Survey. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees as described in the School-Based Medi-Cal Administrative Activities (SMAA) RMTS Fee Information 2021-2022 form, Appendix "B", attached hereto and incorporated by reference herein.

b. SUPERINTENDENT'S LEC Fees.

1. After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements. LEC fee will include DISTRICT'S share of the STATE Participation Fee, which is based on the STATE'S cost for administering the SMAA claiming process.

2. Optional Services. If the DISTRICT selects the option of having the LEC prepare the RMTS quarterly invoice, an additional two percent (2.0%) will be added to the LEC Fee percentage mentioned in 5.b.1 above, but billed separately. SUPERINTENDENT will provide Optional Services upon written request of DISTRICT (See Appendix "C").

c. The obligations of SUPERINTENDENT and DISTRICT under this AGREEMENT are contingent upon the availability of funds furnished by the United States Government and the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT and DISTRICT from the United States Government and the State of California under this AGREEMENT. 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.

7.0 FEDERAL CLAIMING.

a. TITLE 31 - Money and Finance, Subtitle V - General Assistance Administration, Chapter 75 - Requirements for Single Audits, Section 7502 requires each pass through

entity provide the sub-recipient program names and any identifying numbers from which such assistance is derived. The Catalog of Federal Domestic Assistance (CFDA) number for this Federal program is 93.778, Medical Assistance Program (Medi-Cal).

b. A "Vendor" means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a sub-recipient and a vendor is provided in OMB Circular A-133.

8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of this AGREEMENT, shall be and act as an independent contractor. SUPERINTENDENT 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. SUPERINTENDENT assumes 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. SUPERINTENDENT 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 SUPERINTENDENT'S employees.

9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans, and related instructional materials developed by SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the exclusive property of the Department of Health Care Services. The Department of Health Care Services shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms and related instructional materials developed under this AGREEMENT.

10.0 HOLD HARMLESS.

a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, 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 SUPERINTENDENT or the Orange County Board of Education during the term 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 term of this AGREEMENT.

11.0 CONFIDENTIALITY.

a. SUPERINTENDENT and DISTRICT shall maintain confidentiality of their respective records and information, governing the confidentiality of client or student information for Medi-Cal clients served under this AGREEMENT. Applicable laws include, but are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2 and 22 California Code of Regulations Section 51009 and all applicable Federal and/or STATE laws or regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this AGREEMENT.

b. DISTRICT understands and agrees to take all reasonable steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S agents' proprietary data provided for purposes of this AGREEMENT hereinafter defined as data file specifications, related instructions, management reports, training materials, plans or other information relating to the performance of SUPERINTENDENT'S agents services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant to this AGREEMENT. DISTRICT shall not during or after the term of this AGREEMENT, permit the copying, duplication, or use of any of SUPERINTENDENT'S

agents' proprietary data by or to any person other than authorized employees, agents or representatives of DISTRICT.

12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort to assure that the information supplied to SUPERINTENDENT hereunder shall be true, complete, and accurate in all respects. DISTRICT shall assume sole responsibility for the truth, completeness and accuracy of all information supplied to SUPERINTENDENT and agrees that SUPERINTENDENT shall have no responsibility or liability for the truth, completeness or accuracy of any information submitted by DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify SMAA invoice(s) that do not comply with STATE and Federal SMAA requirements.

13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for damages or losses to DISTRICT employees, agents, independent contractors or students relating to lost medical services or lost data under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums DISTRICT does not obtain in reimbursement from the STATE, or for any incidental, indirect, special or consequential damages to DISTRICT arising from the denial of any request for reimbursement from the STATE.

14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of the DISTRICT and shall be subject to the

DISTRICT'S general right of inspection to secure the satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree to comply with all Federal, STATE and local laws, rules, regulations and ordinances that are now or may in the future become applicable to SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. **DISTRICT shall complete and return with the fully executed AGREEMENT the Certification Regarding Lobbying form, Appendix "D", attached hereto and incorporated by reference herein**, that the DISTRICT has not made, and will not make, any payment prohibited by Item 1 of the Certification Regarding Lobbying form.

17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this AGREEMENT, DISTRICT certifies to the best of its knowledge and belief, that it:

a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

b. Has not within a three-year period preceding this AGREEMENT been convicted of or had a civil judgement rendered against them for 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; violation of Federal or STATE antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, STATE or local) with commission of any of the offenses enumerated in Section 16.0(b) herein; and

d. Has not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, STATE or local) terminated for cause or default.

e. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

f. If DISTRICT is unable to certify to any of the statements in this certification, DISTRICT shall submit an explanation to SUPERINTENDENT.

g. If DISTRICT knowingly violates this certification, in addition to other remedies available to the Federal Government, the Department of Health Care Services (DHCS) may terminate this AGREEMENT for cause or default.

18.0 HIPAA. DISTRICT agrees to inform all students and faculty of the importance of complying with all relevant State and Federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) to the extent applicable. In addition, DISTRICT agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA

and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

19.0 NON-DISCRIMINATION. In the performance of this AGREEMENT, SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ any unlawful discriminatory practices in employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable Federal or STATE law.

20.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

21.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with or without cause, terminate this AGREEMENT with the giving of thirty (30) days prior written notice to the other party. However, once SUPERINTENDENT has submitted a RMTS Roster Report to the Department of Health Care Services (DHCS), according to the School-Based Medi-Cal Administrative Activities (SMAA) Manual, DISTRICT may not terminate until the next quarter survey period.

22.0 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 92801
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

23.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

24.0 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.

25.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

26.0 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.

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: Patricia McCaughey Authorized Signature
PRINTED NAME: Dr. Jaron Fried	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Administrator
DATE: 6/18/21	DATE: April 5, 2021

_____
FEDERAL IDENTIFICATION NUMBER

AUHSD(51369)-SMAA Agreement 2021-2022
Zip5

LEC SMAA Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2021-2022

1 DISTRICT/SCHOOL

Anaheim Union High School District — *District/School Name*
Orange — *County*

Claiming Unit: _____
If different than name above.

2 DISTRICT SMAA COORDINATOR

Scott Reindl — *Name*
Program Administrator, Career Education — *District Job Title*
501 N. Crescent Way — *Street Address*
Anaheim, CA 92801 — *City, State, Zip*
830 S. Dale St. — *Mailing Address (if different than street address)*
Anaheim, CA 92804 — *City, State, Zip*
714-999-7709 — *Phone (please include extension)*
714-520-9754 — *Fax*
reindl_s@auhsd.us — *Email*

Check the box for this person to:
- ☑ **have access to the RMTS systen**
- ☑ **receive RMTS late notifications**

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Carlos Hernandez — *Name*
Director, Curriculum and Instruction — *District Job Title*
714-999-3576 — *Phone (please include extension)*
714-520-9754 — *Fax*
hernandez_c@auhsd.us — *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

Violeta Rodriguez-Luna — *Name*
Administrative Assistant — *District Job Title*
714-999-3577 — *Phone (please include extension)*
714-520-9754 — *Fax*
rodriguezluna_v@auhsd.us — *Email*

Check the box for this person to:
- ☐ **be included in all program communications**
- ☑ **have access to the RMTS system**
- ☑ **receive RMTS late notifications**

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

Name	*District Job Title*
Phone (please include extension)	*Fax*	*Email*

Check the box for this person to:

- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**
- ☐ **receive RMTS late notifications**

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

Ester Yanez	Accounting Manager
Name	*District Job Title*
714-999-3588	714-991-5407	yanez_e@auhsd.us
Phone (please include extension)	*Fax*	*Email*

Check the box for this person to:

- ☐ **be included in all program communications**
- ☐ **have access to the RMTS system**

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

Paradigm Healthcare Services
Company Name

Erika Oduro	Assistant Director of Medicaid Programs
Contact	*Contact Job Title*
949-241-4712	eoduro@paradigm-healthcare.com
Phone	*Email*

7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR

Paradigm Healthcare Services
Company Name

Erika Oduro	Assistant Director of Medicaid Programs
Contact	*Contact Job Title*
949-241-4712	eoduro@paradigm-healthcare.com
Phone	*Email*

Scott Reindl	Program Administrator, Career Education
PRINTED NAME OF PERSON FILLING OUT FORM	**JOB CLASSIFICATION TITLE**

5-3-2021
DATE

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2021-2022

RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	$0.67/participant/quarter
FY Q2: October – December	$1.34/ participant/quarter
FY Q3: January – March	$1.34/ participant/quarter
FY Q4: April – June	$1.34/ participant/quarter

SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2021-2022

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES FEE

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
❑ YES	☒ NO	July 1, 2021 – June 30, 2022

Anaheim Union High School District
District Name

Jaron Fried
Name (Type/Print)

6/18/21
Date

Signature

Appendix D

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

DISTRICT: Anaheim Union High School District

BY: _____
Authorized Signature

PRINTED NAME: Jaron Fried

TITLE: Assistant Superintendent, Education

DATE: 6/18/21

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA
2021-2022**

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as "Custodian of the Files" on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in

HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Scott Reindl

Name and Title of Custodian of Files

Anaheim Union High School District

District Name

501 Crescent Way Anaheim, CA 92803

District Address

714-999-7709 reindl_s@auhsd.us

Custodian's Phone Number / Email Address

Custodian's Signature

6/18/21

Date

COOPERATIVE AGREEMENT NO. 21-PUENTE-HS-02
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
THE PUENTE PROJECT
and
ANAHEIM UNION HIGH SCHOOL DISTRICT

Fiscal Years 2021-22, 2022-23, 2023-24, 2024-25

This Agreement ("**Agreement**"), effective as of **July 1, 2021 ("Effective Date")**, is by and between The Regents of the University of California ("**University**"), on behalf of UC Berkeley's Center for Educational Partnerships' ("**CEP**") Puente Project ("**Puente**") and **Anaheim Union High School District** ("**District**") on behalf of **Anaheim High School, Katella High School, Loara High School, Magnolia High School, Savanna High School, Western High School, Dale Junior High School, Orangeview Junior High School, South Junior High School** and **Sycamore Junior High School ("Partner Sites").** "**Party**" hereinafter refers to each Party individually, or collectively as "**Parties**."

WHEREAS, University operates the Puente Project to support the mission of increasing the enrollment of educationally disadvantaged students into two- and four-year colleges and universities, by providing college preparation training and support to the faculty who serve them ("**Program**");

WHEREAS, District is interested in supporting underserved populations by implementing the Program at Partner Sites and contributing to the professional development of their faculty and staff;

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. TERM.

This Agreement shall commence on the Effective Date and terminates on **June 30, 2025 ("Term"), unless earlier terminated in accordance with the terms of this Agreement**. University is under no obligation to extend this Agreement.

2. STATEMENT OF WORK.

A. University and District shall each fulfill its responsibilities as described in Exhibits A, B, and C, respectively, attached hereto.

3. FEES.

District shall provide $5,000 directly to each Partner Site to support Program costs due by the first day of instruction for each year that this agreement is in effect. Funds may be used for functions associated with implementing the Puente program each year, as detailed in Exhibit C.1.

District shall pay to University the Faculty and Staff Professional Development Costs, as detailed in Exhibit C.2.

4. TERMINATION.

A. Either Party may terminate this Agreement in whole or in part without cause upon thirty (30) days advance written notice to the other Party.

B. In the event of a material breach of any of the terms and conditions of this Agreement by either Party, the non-breaching Party may terminate this Agreement by giving thirty (30) days' written notice to the other Party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not cured within that time.

C. Upon either Party's decision to terminate Program, Parties will collaborate to set in place a transitional plan, as well as notify its parents and students of its intent.

   i. The transitional plan must, at a minimum, designate a counselor who will continue to work with Puente students until their graduation or exit from the school, in order to monitor their individual academic planning towards college enrollment. This will include ensuring that the students are familiar with college requirements and A-G courses, take the requisite tests, and are provided with assistance on the required personal statement and on completing college applications.

   ii. The transitional plan must also identify a teacher or counselor who will provide data on the Puente students to the Puente Statewide Office until the students exit the school.

   iii. Puente will work with Partner Site to establish further transitional plan guidelines specific to the Partner Site students and parents.

D. In the event of termination, University shall be paid for all services rendered and expenses incurred as of the date of receipt or delivery, as the case may be, of the notice of termination. In addition, if the District terminates this Agreement, District shall pay University for all non-cancellable obligations as of the date of delivery of the notice of termination.

E. All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to, Sections 4 (**Termination**), 5 (**Information Handling and Publication), 7 (Disclaimer of Liability), 8** (**Limitation of Liability**), 9 (**Indemnification**), 10 (**Insurance**), 11 (**University Trademarks**), 12 (**Copyright**), and 13 (**Use of Puente Name**).

5. INFORMATION HANDLING AND PUBLICATION.

A. Partner Site agrees to comply with all applicable laws, including but not limited to

applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Partner Site shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the University, Puente or the Puente Statewide Office except as expressly provided for in the Programmatic Reporting Requirements, detailed in Exhibit A, Programmatic Reporting Requirements, or any other provision of this Agreement.

B. Partner Site may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Puente, administered by the University, and a statement that findings, conclusions, and recommendations are those of the author or Partner Site personnel only and do not necessarily represent the view of the University and the Puente Statewide Office. Two copies of all such publications must be electronically furnished to the Puente Co-Executive Directors following publication. Such publications may include sections of larger reports that describe Partner Site activities.

6. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Partner Site agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

7. DISCLAIMER OF WARRANTY.

THE UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DISTRICT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. DISTRICT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. THE UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES, DELIVERABLES, OR RESULTS.

8. LIMITATION OF LIABILITY.

EACH PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL.

9. INDEMNIFICATION.

Each Party shall indemnify, defend and hold the other party, its officers, agents, and employees, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages (collectively, "Claims") arising out of the performance of this Agreement but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. Each Party agrees to provide the other Party with prompt notice of any such claim or action and to permit the other Party to defend any claim or action, and to cooperate fully in such defense. Neither Party shall not settle nor shall consent to the entry of any judgment in any action, suit or proceeding without the consent of the other Party, and such consent not be unreasonably withheld, conditioned, or delayed.

10. INSURANCE.

A. District shall keep in full force and effect during the term of this Agreement, at District's sole expense, insurance ("Insurance") as follows:

   i. Commercial Form General Liability Insurance or an equivalent funded program of self-insurance as follows:

a. Each Occurrence	$1,000,000
b. Products/Completed Operations	$1,000,000
c. Personal and Advertising Injury	$1,000,000
d. General Aggregate	$3,000,000

ii. Business Automobile Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of $1,000,000 per occurrence.

iii. Workers Compensation as required by applicable law.

iv. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the University and District against other insurable risks relating to performance of this Agreement.

iv. If the Insurance is written on a claims made form, it shall continue for three (3) years following termination of this Agreement. The Insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

v. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of Partner Site or Partner Site's officers, employees and agents.

v. Within thirty (30) days of the execution of this Agreement, District shall furnish University with a Certificate of Insurance evidencing compliance with the Insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.

vi. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.

vii. The Insurance coverages required shall not in any way limit the liability of the Partner Site.

11. UNIVERSITY TRADEMARKS.

Partner Site shall not use the name of the University of California, any abbreviation thereof, any name of which "University of California" is a part, or any trademarks or logos of the University ("**University Marks**"), in any commercial context (including, without limitation, on products, in media (including websites), and in advertisements), or in cases when such use may imply an endorsement or sponsorship of the Organization, its products or services. All such uses of the University's name and trademarks must receive prior written consent from The Regents of the University of California through the Office of Business Contracts and Brand Protection, who can be reached at bcbp@berkeley.edu. At all times, the Partner agrees to comply with California Education Code Section 92000.

University Marks are and shall remain exclusively the property of the University. Partner Site shall not, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any

time thereafter, any right, title or interest in or to University Marks, and the Partner Site hereby expressly waives any right which it may have in University Marks. The Partner Site recognizes the University's exclusive ownership of University Marks.

12. COPYRIGHT.

To the extent any of the Program materials delivered pursuant to the terms of this Agreement incorporate any of the University's preexisting copyrighted materials, the University hereby grants to Partner Site the right to use such materials but only as incorporated in the Puente Program curriculum as delivered under this Agreement and only to the extent necessary to effect the delivery of such programs. The University shall own the copyright of any copyrightable materials developed in the performance of this Agreement. The University hereby grants to the Partner Site a royalty-free, nonexclusive license to use all materials delivered to Partner Site under this Agreement solely as necessary to perform this Agreement. The Partner Site may not use such materials for any other purpose without the prior written approval of the University. Any breach of this provision shall be deemed to be a material breach of this Agreement upon the occurrence of which the University may terminate this Agreement effective immediately without impairing any other rights or remedies available to the University under the law. All copies of such information in written, graphic or other tangible form shall be returned to University upon termination of this Agreement. All non-public information relating to the materials or the program shall be kept confidential by Partner Site, shall be used only in performing hereunder, and may not be used for any other purposes without the prior written approval of CEP's Assistant Vice Chancellor.

13. USE OF PUENTE NAME.

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Co-Executive Directors. The Partner Site must advise the Co-Executive Directors or their designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as possible.

Any public announcements using a press release must receive prior authorization from the Puente Co Executive Directors or their designee. Any publication produced by the Partner Site, which includes a description of Puente, shall use either of the following descriptions, ad verbatim:

"The Puente Project is a national award-winning program that has helped tens of thousands of educationally disadvantaged students enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and community leadership opportunities."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and opportunities for community leadership. Puente is open to all students."

If a more in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Partner Site will contact the Puente Statewide Office.

14. RELATIONSHIP OF THE PARTIES.

In the performance of this Agreement, the Parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one Party be considered the employees of the other Party for any purpose, including but not limited to workers' compensation purposes. Neither Party will have the right to obligate or bind the other in any manner whatsoever.

15. GOVERNING LAW.

This Agreement shall he governed by and interpreted according to the laws of the State of California, without regard to its conflict of laws provisions.

16. COMPLIANCE WITH LAW.

Each Party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

17. FORCE MAJEURE.

If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism or war, whether actual or threatened, judicial orders, epidemics, quarantine, public health or travel restrictions or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance will be excused for the duration of such force majeure event. In the event of force majeure, the Parties may agree to alternative methods of performance that mitigate the effect of force majeure, subject to mutual agreement as to the terms thereof (including the payment of additional amounts).

18. WAIVER.

Any failure of either Party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

19. ASSIGNMENT.

Partner may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the

University and may be granted or withheld without any reason given.

20. SEVERABILITY.

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

21. INTEGRATION.

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

22. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

23. AMENDMENT.

This Agreement may be amended or modified only by mutual written agreement of the parties.

24. ATTORNEY FEES.

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

25. REPRESENTATIONS.

University and Partner each represents that it has full authority to enter into and perform its obligations under this Agreement.

26. NOTICES.

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

University Representative:
Josefina Canchola: Interim Secondary Program Director, Puente Project, (714) 357-7728, josefina.canchola@berkeley.edu

District/Partner Site Representative:
Carlos J. Hernandez: Director, Curriculum & Instruction**,** Anaheim Union High School District, (714) 999-3576, hernandez_c@auhsd.us

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either Party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date.

ANAHEIM UNION HIGH SCHOOL DISTRICT	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
Signature	Signature
Name:	Name:
Assistant Superintendent, Ed. Division	
Title:	Title:
6/2/21	
Date: _____	Date: _____

EXHIBIT A

I. RESPONSIBILITIES OF PUENTE

A. Staff Professional Development

Puente will provide staff professional development, coaching, materials and implementation support for Puente teacher and counselor, hereinafter referred as "*teams*" to the District and Partner Site Program at a cost to the District. Fees will only be applied to participating middle school teams.

Puente will provide staff professional development and support to teams at the Partner Site(s) that provide academic support and counseling to a cohort.

Partner Site teams will be specially trained by Puente staff. The professional development referenced below are mandated by Puente for all staff implementing Program curriculum at the Partner Site(s).

1. ***Puente Institute (Summer & Fall):*** Foundational training for new teams selected to participate in the Puente program. The professional development will include instruction on improving student writing, effective counseling strategies, incorporating concepts of community and leadership into the curriculum, working as a team to establish and implement the program, program accountability and using social justice frameworks to foster inclusion.
2. ***Fall and Spring Regional Trainings***: Ongoing professional development for teams participating in the Puente program. The professional development will consist of regional or statewide training sessions and area network meetings as needed annually.
3. Ongoing support provided by Puente statewide staff through consultations and site visits.
4. Puente shall provide teams with resources and materials for promoting the Puente program to the local community.
5. In collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership, volunteer, and community activities.

B. Assessment

Puente will provide ongoing assessment of Partner Site's program, including: student outcome data analysis; writing portfolio assessment; statewide and local site assessment data collection and reports.

C. Conditions Affecting Performance Clause

Each Party recognizes, understands and acknowledges that the Parties' performance of the terms of this Agreement may be affected by the COVID-19 pandemic and its international,

national, local and institutional legal, regulatory, policy and practical restrictions, limitations, implications and eventualities (collectively, the "COVID-19 Considerations"), and that cancellation or postponement may be required. Neither party will have liability to the other for delays or inability to perform their obligations (other than payment obligations) to the extent caused by the COVID- 19 pandemic or compliance with the COVID-19 Considerations. The Parties agree that they may need to address such restrictions, limitations, implications and eventualities, and may settle on alternative methods of performance, subject to mutual agreement as to the terms thereof.

EXHIBIT B

I. RESPONSIBILITIES OF THE PARTNER SITE

A. Puente Cohort and Class

Partner Site(s) will choose up to four cohorts of one class of 27-35 students who are mentored and academically supported by Partner Site staff. **The Puente English or Language Arts classes shall be scheduled during the morning**.

B. Staffing

Partner Site(s) will provide staff as listed below to implement Program in each year that this agreement is in effect. Staff shall be selected in consultation with Puente Statewide Office by conducting on-site interviews and/or classroom observations. Partner Site maintains discretion of final selection of appropriate staff.

1. **Certified English Teacher**
   Teacher's schedule should enable full team participation over a 2-year period (7^{th} & 8^{th} Language Arts classes or 9^{th} &10^{th} English classes).

2. **Counselor**
   Counselor should be a full time (100%) Pupil Personnel Services (PPS) credentialed counselor, preferably bilingual (English-Spanish), assigned at least 50% time to the Puente Project. The 50% non-Puente assignment should not be for coordinating or managing another major program e.g., MESA, AVID, ELD etc. For programs with two cohorts per grade level, it is highly recommended that the full counseling load assignment be no greater than 400 students.

   Any changes in District's teaching and counseling staff for this Agreement must be discussed in advance with Puente Statewide Office. Personnel changes made without prior consultation may result in Partner Site paying for the training cost the replacement faculty or staff. This cost is $3,400 per new person.

3. **Clerical assistance** of 10 hours a week to be provided to each Partner Site for Puente Program.

C. Office Space

Partner Site agrees to provide office space and computer access for the counselor, teacher and for the clerical support staff to the Program. Office and equipment shall be provided by the first day of instruction.

D. Training and Field Trip Days

Partner Site agrees to release counselors and teachers, and to cover substitute teacher costs out of Partner Site funds, to attend all required Puente trainings and chaperone student trips to colleges and cultural events. Partner Site agrees to reimburse counselors and teachers for use of privately-owned vehicles for travel to Puente trainings. Partner Site will provide up to nine (9) substitute days per faculty/staff per year to participate in these activities.

II. PROGRAMMATIC REPORTING REQUIREMENTS

A. Partner Site will provide access to student and school data necessary to evaluate the program. Such data include but are not limited to: statistics regarding the school's ethnic breakdown, retention/graduation rates, college acceptance rates, and percentage of English language learners. Data should be compiled and submitted to the Puente Statewide Office.

B. Reports are to include data on students in the program and comparison groups, including but not limited to: GPAs, progress through school, credits attempted/earned, school attendance, "a-g" courses completed, transcripts, and SAT/ACT (if applicable) and AP Exams.

C. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to evaluate the Puente program. In no case will Puente share or publish data which identifies individual students without a release form signed by the student and student's parent or guardian.

D. Partner Site will compile the following categories of data and submit the information to the Puente Statewide Office for each year that this agreement is in effect:

1. Final transcripts of the cohorts are due by June 30 of every year that this agreement is in effect.

2. Tracking form with results for Puente students, consisting of CSIS (California Student Identification System), CAASP (California Assessment of Student Performance and Progress), PSAT/SAT/ACT testing (if applicable); student enrollment forms and parent consent forms. Without parent consent, teams cannot disclose student level data or provide directory information (name, address) to college recruiters, scholarship programs, or financial aid.
3. Enrollment rosters; student surveys; student category information; individual senior information updates; 12th grade roster-graduation verification forms (likelihood of graduation); college acceptance data for the students active in the Puente program.

EXHIBIT C

PROGRAM COSTS AND FEE SCHEDULE

I. Partner Site Program Costs

The District will provide at minimum $5,000 directly to each Partner Site by the first day of instruction for each year that this agreement is in effect. Funds may be used for functions associated with implementing the Puente program each year, as detailed below, subject to Puente Guidelines:

1. Books, instructional materials, office supplies	$1,800
2. Field Trips	$2,200
3. Orientations, workshops, receptions for parents, and other student events	$1,000
TOTAL	**$5,000**

II. Faculty and Staff Professional Development Costs

District agrees to provide payment to University for mandatory Partner Site faculty/staff trainings, coaching, materials and implementation support per the Payment and Fee Schedule as referenced below.

1. Payments shall be made according to the following payment schedule:

Due Date	Amount of Payment
Upon execution of agreement	$20,000
September 30, 2022	$25,000
September 30, 2023	$25,000
September 30, 2024	$25,000

2. Upon receiving invoice, payment should be mailed within 30 days Puente Project, Hearst Field Annex, Building C, MC 1060, Berkeley, CA 94720-1060.

3. District authorizes an additional payment per person wherein new Middle School staff is required to be trained at the foundational Puente Institute. The additional cost per person to attend the Puente Institute is $3,000.

FEE SCHEDULE

Professional Development Costs for Middle School Program				
	Year 1 2021-22	**Year 2 2022-23**	**Year 3 2023-24**	**Year 4 2024-25**
Expansion & Program Implementation Support Teacher observations Consultations with principals Assist with choosing Puente Team Assist with coordinating and implementing student selection activities Trains and supports counselor in selecting Puente class Ongoing programming support Site visits Curriculum *$5,000 flat fee*	$5,000	$5,000	$5,000	$5,000
Puente Institute Trains new Puente team on program pedagogy and promising practices supporting first-generation collegebound students. *$3,000 per person cost to be applied to new Middle School Faculty upon resumption of in person Puente Institute.*	-	-	-	-
Spring Component Trains Puente team on content areas at 2-day professional development conference (language arts and academic counseling) *$2,000 fee per Middle School*	$6,000	$8,000	$8,000	$8,000
Fall Regional Trains Puente team on content areas at 2-day professional development conference (language arts and academic counseling) *$2,000 fee per Middle School*	$6,000	$8,000	$8,000	$8,000
Portfolio Scoring Ensures that Puente's classroom instruction statewide is aligned to Language Arts content standards and to Puente's portfolio assessment process. Provides necessary and explicit instruction on teaching of writing. *$1,000 fee per Middle School*	$3,000	$4,000	$4,000	$4,000
TOTAL FEES DUE TO PUENTE	**$20,000**	**$25,000**	**$25,000**	**$25,000**

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EXHIBIT OOO

NAPA COUNTY OFFICE OF EDUCATION

Business Office
707.253.6819
www.napacoe.org
@NapaCOE

AGREEMENT FOR SERVICES

This agreement for personal or subcontract services and/or advice is hereby entered into between the **NAPA COUNTY OFFICE OF EDUCATION, HEREINAFTER "NCOE"** and:

Contractor: Anaheim Union High School District			
Email: nien_n@auhsd.us			
Street: 501 Crescent Way	City: Anaheim	State: CA	Zip: 92801
Office Phone: 714-999-3589	Other Phone:		

Hereafter known as **"CONTRACTOR."**

1. TERM

CONTRACTOR shall commence work on: 05/01/2021

The work shall be completed no later than: 06/30/2021

2. SCOPE OF SERVICES

CONTRACTOR is specially trained and experienced and competent and agrees to provide the special services required on a limited basis to the **NCOE.** The **CONTRACTOR** shall satisfactorily complete activities according to the specific services outlined in the **WORK TO BE PERFORMED** section of this Agreement.

CONTRACTOR understands and agrees that **CONTRACTOR** and all of its employees and subcontractors are not employees of the **NCOE** and are not entitled to benefits of any kind or nature normally provided employees of the **NCOE** and/or to which **NCOE** employees are normally entitled. **CONTRACTOR** shall be responsible to pay, according to law, all payments for income taxes, worker's compensation, unemployment insurance and self-employment (social security) taxes. No income or payroll taxes shall be withheld or paid by **NCOE** on behalf of

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NAPA COUNTY OFFICE OF EDUCATION

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CONTRACTOR or its employees or subcontractors. **CONTRACTOR** is responsible for maintaining appropriate tax related records.

CONTRACTOR shall furnish, at own expense, all labor, mileage, materials, equipment, and other items necessary to carry out the terms of this Agreement. Will **CONTRACTOR** be eligible for approved travel reimbursement? No

3. COMPENSATION

a.) **NCOE** shall pay an amount not to exceed: $ 30,000

This amount includes all expenses and services provided under this Agreement. **ATTACHMENT I** includes rate of pay, number of days, and an invoicing schedule if appropriate.

b.) The invoices for work completed shall be submitted to:

Napa County Office of Education			
Department: CALI Reads			
Attention: Kee-An Lauser			
Address: 1450 Technology Lane Ste #200	City: Petaluma	CA	Zip: 94954
OR email invoice to: klauser@napacoe.org			

c.) The invoices shall set forth in detail the following items:

I. The dates that the services were provided
II. The type of services that were provided and the amount of time spent on each type of service provided

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III. Does **CONTRACTOR** need to include a summary of items completed thus far? No

IV. Does **CONTRACTOR** need to include the estimated percentage of the contract completed thus far? No

4. PERFORMANCE

In the performance of the work herein contemplated, **CONTRACTOR** is an independent contractor, with the authority to control and direct the performance of the details of the work, **NCOE** being interested only in the quality of the services and the results obtained.

CONTRACTOR shall comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work and shall notify **NCOE** if contract documents are at variance therewith. In the performance of the work authorized under this contract, **CONTRACTOR** shall not discriminate against any person, because of race, creed, color, religion, sexual orientation, gender or national origin.

5. INDEMNIFICATION

CONTRACTOR agrees to hold harmless, indemnify and defend **NCOE** and its trustees, employees, agents and volunteers from any and all claims, damages, losses and expenses, including attorney fees, arising or resulting from damage to property, injury or death to any person, firm or corporation in connection with its performance of this Agreement.
CONTRACTOR also agrees to hold harmless, indemnify and defend **NCOE** and its trustees, officers, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to **CONTRACTOR** in connection with the performance of this Agreement.

6. INSURANCE

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During the term of this contract and any extension or modification thereof, **CONTRACTOR** shall keep in effect a policy of: Comprehensive/Commercial General Liability Insurance

The minimum requirement is: $2,000,000

This minimum requirement is to be combined with a single limit for all damages arising out of injury to person/s or destruction of property for each occurrence. Not later than the effective date of this contract, **CONTRACTOR** shall provide **NCOE** with a certificate of insurance and an endorsement page naming the Napa County Office of Education, its Board of Trustees, officers, employees, volunteers and students as additionally insured. Coverage provided by this policy shall not be cancelled or materially changes without thirty (30) days written notice given to **NCOE.**

Is **CONTRACTOR** required to attach a Certificate of Insurance? No
Is **CONTRACTOR** required to attach Endorsement Page? No

7. W-9 REQUIREMENT

Per **NCOE** policy, **CONTRACTOR** must attach a completed W-9 form or complete included W9 form.

8. TERMINATION OF CONTRACT

Either party may terminate this agreement, in writing, at least 30 days prior to the date of termination. If contract is terminated, **CONTRACTOR** will be paid for all work completed.

9. WORK TO BE PERFORMED

Services to be rendered to **NCOE** by the **CONTRACTOR** as described in **ATTACHMENT II.**

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10. OUT OF STATE CONTRACTORS

NCOE policy requires a **587 FORM** as part of this Agreement if **CONTRACTOR** is based outside of the State of California or if **CONTRACTOR'S** address is a California address, form is not required.

Is **CONTRACTOR** based outside the state of California, and being required to attach a 587 FORM or use the included 587 FORM? No

11. RETIREMENT REPORTING REQUIREMENTS

NCOE reports creditable service of employees and independent contractors to CalPERS and CalSTRS retirement systems as required by California law. Individuals and sole proprietors serving as independent contractors are required to answer the questions below certifying whether or not they are or ever have been a member of CalPERS or CalSTRS. If a contractor is a member of CalPERS or CalSTRS and **NCOE** deems the services to be rendered under this agreement to the creditable service as defined in law, **NCOE** will notify the contractor in writing of said determination and the associated reporting requirements. Retired CalSTRS and CalPERS members serving as independent contractors retain sole responsibility for complying with postretirement earnings limitations as established by CalPERS and CalSTRS as applicable.

CONTRACTOR is operating under a:

SSN:	EIN:

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NAPA COUNTY OFFICE OF EDUCATION

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12. ADDITIONAL CONDITIONS

If Additional Conditions apply, review **ATTACHMENT III.**

13. ADDITIONAL DOCUMENTS/ATTACHMENTS

IF you already have a signed W9 and 587 Form you can attach them here using the buttons below, or you may complete the forms at the end of this packet. IF a Certificate of Insurance and Endorsement page are required, please attach those documents using the buttons below.

APPROVAL

for NCOE	for Agent
Deputy Superintendent	Assistant Superintendent, Ed. Division
Title	*Title*
Joshua Schultz	Dr. Jaron Fried
Print Name	*Print Name*
Signature	*Signature*
	6/18/21
Date	*Date*

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2121 Imola Avenue, Napa CA 94559

ATTACHMENT I: COMPENSATION

Contract total: $30,000.00

The CONTRACTOR agrees to distribute the funds as detailed below to the named school sites, following completion of the deliverables:

- **An Intervention Budget** describing how funds will be used to support: intervention curriculum, training of staff, and staff participation.
- Identify the **intervention curricula** to be used and the **screening tool** for identifying students.
- Identify the **role of the individual** who will deliver instruction and **a minimum number of students** to be served.
- A **Weekly School Schedule** that identifies when intervention will occur for a full period of 45-50 minutes for a minimum of 3 times weekly.
- A **Daily Intervention Schedule** that details the delivery of intervention within the 45-50 session.
- Submit evaluation documentation and data collection (for example, final schedule and budget, screening data, progress monitoring data, attendance roster, and participant survey).

Participating School Sites**: Ball Junior High, Brookhurst Junior High, and Orangeview Junior High** at $10,000 per participating school site

Total Contract: $10,000.00 x 3 school sites = $ 30,000.00

DocuSign Envelope ID: C852588E-4449-4851-97F2-1913125A82C1

NAPA COUNTY OFFICE OF EDUCATION

2121 Imola Avenue, Napa CA 94559

ATTACHMENT II: WORK TO BE PERFORMED

The CONTRACTOR, **Anaheim Union High School District**, agrees to be a part of the CALI Reads Intervention Initiative. CALI Reads offers these funds to support participating CALI Reads' school sites in the delivery of reading intervention and/or instructional support to struggling students.

The CONTRACTOR will:

- Designate a single point of contact in the district who will assume responsibility for overseeing the CALI Reads Intervention Initiative and the submission of contract deliverables.
- Ensure timely execution of the Agreement for Services (AFS).
- Serve as a fiscal agent by invoicing for project activities and deliverables of the District and participating school(s).
- Distribute project funds to the participating schools in accordance with the CALI Reads AFS.

The CONTRACTOR will provide the following deliverables:

- **An Intervention Budget** describing how funds will be used to support: intervention curriculum, training of staff, and staff participation.
- Identify the **intervention curricula** to be used and the **screening tool** for identifying students.
- Identify the **role of the individual** who will deliver instruction and **a minimum number of students** to be served.
- A **Weekly School Schedule** that identifies when intervention will occur for a full period of 45-50 minutes for a minimum of 3 times weekly.
- A **Daily Intervention Schedule** that details the delivery of intervention within the 45-50 session.
- Submit evaluation documentation and data collection (for example, final schedule and budget, screening data, progress monitoring data, attendance roster, and participant survey).

The CONTRACTOR will ensure the following CALI Reads school sites, **Ball Junior High, Brookhurst Junior High, and Orangeview Junior High** meet the following deliverables. Each school site will:

- Administer Universal Screening to identify struggling students

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NAPA COUNTY OFFICE OF EDUCATION

2121 Imola Avenue, Napa CA 94559

ATTACHMENT II: WORK TO BE PERFORMED

- Select a cadre of students for additional reading intervention support who are reading 3 or more years below grade level
- Adopt an evidence-based Reading Intervention curriculum or curricula
- Identify at least 1 staff to deliver intervention
- Provide staff training on the reading intervention and continued support
- Deliver reading intervention at a minimum of 3 sessions/week for full period
- Monitor delivery of the intervention program and track hours provided/student
- Monitor student progress data

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NAPA COUNTY OFFICE OF EDUCATION
2121 Imola Avenue, Napa CA 94559

ATTACHMENT III: ADDITIONAL CONDITIONS

a. CONTINGENCY CLAUSE

It is mutually understood between the parties that this Agreement may have been written before the receipt by **NCOE** of a fully executed contract for CALI from the State of California for the 2020-21 fiscal year, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that contract was executed.

This Agreement is valid and enforceable only if **NCOE** does in fact receive a fully executed CALI contract from the State of California for fiscal year 2020-21 obligating sufficient funds for the purpose of this program.

b. OWNERSHIP OF RECORDS/INFORMATION

All tangible and intangible work, work product, intellectual property, or other assets or documents created, prepared by, developed by or as a result of, or obtained by or through the CONTRACTOR based on compensation or Professional Services associated with this agreement are solely the property, intellectual property, and/or assets of NCOE, who shall be solely entitled to determine how to register, copyright, manage, or use such property or assets, with CONTRACTOR prohibited from sharing, using, or distributing for use by others, such property or assets absent the express and advance written permission of NCOE.

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EXHIBIT PPP



Rosetta Stone Ltd.
135 West Market Street
Harrisonburg, Virginia 22801
(P) 800-788-0822
(F) 540-437-2843
www.rosettastone.com

SERVICE ORDER FORM

May 13, 2021

Rosetta Stone Contact:
Scott Lewis
Phone: 949-426-0372
Email: slewis@rosettastone.com

Customer Shipping Address:

Renae Bryant
Director of English Learning
Anaheim Union High School District
Accounts Payable
PO Box 3520
Anaheim, CA 92803-3520
US

Contact Phone: (714) 999-3511
Contact Email: bryant_r@auhsd.us

Customer Billing Address:

Renae Bryant
Director of English Learning
Anaheim Union High School District
Accounts Payable
PO Box 3520
Anaheim, CA 92803-3520
US

Billing Contact: Renae Bryant
Billing Contact Phone: (714) 999-3511
Billing Contact Email: bryant_r@auhsd.us

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Year 1 Rosetta Stone Foundations for World Language (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages (including English) and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	30	USD 105.00	USD 3,150.00
Discount Amount	30	USD 10.50	USD 315.00
Year 1 Rosetta Stone Foundations for English Package is a fixed term license for online access to the Rosetta Stone Foundations for World Language (Silver) solution, and includes initial language aptitude placement test (grades 6-12), student activities, and teacher guides in all commercially available levels for use on Windows and Mac computers and access to all product-specific mobile applications for iOS or Android devices (the "License"). The License includes enhanced implementation, product training, four (4) online training sessions and one (1) onsite training session, access to The Bridge, an online global community for learning and sharing best practices for educators using Rosetta Stone and Family Connection, a specialized weekly communication for parents in Spanish. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period. Professional Development services must occur within the activation period or term of the underlying license. If Customer does not schedule and utilize purchased Professional Development services within that period, Rosetta Stones obligation to provide such services will terminate. The first unused Professional Development session will expire 6 months from Activation, with an additional session expiring every two (2) months thereafter. For multi-year licenses which include additional Professional Development sessions, the first session will expire 6 months from the date or renewal with an additional session expiring every two (2) months thereafter.	250	USD 115.00	USD 28,750.00
Discount Amount	250	USD 11.50	USD 2,875.00
Year 1 Total			USD 28,710.00

SOF NO.:05132021ED00093087-1

DocuSign Envelope ID: D847676F-AA94-4979-96B1-7E95D482D7E1

EXHIBIT PPP

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Year 2 Rosetta Stone Foundations for World Language (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages (including English) and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	30	USD 105.00	USD 3,150.00
Discount Amount	30	USD 10.50	USD 315.00
Year 2 Rosetta Stone Foundations for English Package is a fixed term license for online access to the Rosetta Stone Foundations for World Language (Silver) solution, and includes initial language aptitude placement test (grades 6-12), student activities, and teacher guides in all commercially available levels for use on Windows and Mac computers and access to all product-specific mobile applications for iOS or Android devices (the "License"). The License includes enhanced implementation, product training, four (4) online training sessions and one (1) onsite training session, access to The Bridge, an online global community for learning and sharing best practices for educators using Rosetta Stone and Family Connection, a specialized weekly communication for parents in Spanish. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period. Professional Development services must occur within the activation period or term of the underlying license. If Customer does not schedule and utilize purchased Professional Development services within that period, Rosetta Stones obligation to provide such services will terminate. The first unused Professional Development session will expire 6 months from Activation, with an additional session expiring every two (2) months thereafter. For multi-year licenses which include additional Professional Development sessions, the first session will expire 6 months from the date or renewal with an additional session expiring every two (2) months thereafter.	250	USD 115.00	USD 28,750.00
Discount Amount	250	USD 11.50	USD 2,875.00
Year 2 Total			USD 28,710.00
Total Discounts & Promotions			USD 6,380.00
Sub Total			USD 57,420.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 57,420.00

Notes

- Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.

Pricing is valid through June 30, 2021.

TERM AND TERMINATION

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 24 months following the service activation date of September 20, 2021 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all services must be used within the Subscription Period; unused Product licenses or services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Rosetta Stone may suspend delivery of the Product/services in the event that Customer fails to make any payment when due.

INVOICING AND PAYMENT TERMS

Customer agrees to pay the total purchase price stated above plus applicable taxes in two(2) equal annual installments of USD $28,710.00. Rosetta Stone will invoice Customer for the first such installment upon execution of this Order Form and will invoice Customer for the remaining installment within 30 days prior to the first anniversary of the initial availability of service date. Invoices are payable on Net 90 day terms, F.O.B. Point of Origin.

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SPECIAL PROVISION

Rosetta Stone anticipates that its products and solutions will evolve in the course of this multi-year contract and therefore reserves the right to upgrade or replace existing versions of the software being currently offered with a comparable language learning solution.

ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone K12 Education License Agreement (the "K12 License"), available at www.rosettastone.com/legal. The K12 License, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ROSETTA STONE K12 EDUCATION LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA STONE LTD.

DocuSigned by:
By: Paul Mishkin
B061144972D7468...

Authorized Signing Authority

Paul Mishkin CEO

Printed Name/Title

5/24/2021

Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

By:_____

Authorized Signing Authority

Dr. Jaron Fried, Assistant Superintendent, Ed. Division

Printed Name/Title

6/18/21

Date

SOF NO.:05132021ED00093087-1

EXHIBIT QQQ

Instructional Materials Submitted for Adoption
Thursday, June 17 2021
May 7, 2021 to June 17, 2021

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Science	Basic	AP Environmental Science (SC406 [F/S])	11-12	*Environment: The Science Behind the Stories 7th Edition*	Pearson
Science	Basic	AP Environmental Science (SC406 [F/S])	11-12	*AP Test Prep, Online platform including e-text*	Pearson

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

Anaheim Union High School District School District/Governing Board at its June 17, 2021 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Anaheim High School
NAME OF REPRESENTATIVE Robert Saldivar POSITION Principal
ADDRESS 811 W. Lincoln Ave. CITY Anaheim ZIP 92805
PHONE 714-999-3717 FAX 714-772-6537 E-MAIL saldivar_r@auhsd.us

****

NAME OF SCHOOL Cypress High School
NAME OF REPRESENTATIVE Kevin Hodgson POSITION Principal
ADDRESS 9801 Valley View St. CITY Cypress ZIP 90630
PHONE 714-220-4144 FAX 714-220-4174 E-MAIL hodgson_k@auhsd.us

****

NAME OF SCHOOL Katella High School
NAME OF REPRESENTATIVE Roxanna Hernandez POSITION Principal
ADDRESS 2200 E. Wagner Ave. CITY Anaheim ZIP 92806
PHONE 714-999-3621 FAX 714-535-3991 E-MAIL hernandez_r@auhsd.us

****

NAME OF SCHOOL Kennedy High School
NAME OF REPRESENTATIVE Adam Hernandez POSITION Principal
ADDRESS 8281 Walker St. CITY La Palma ZIP 90623
PHONE 714-220-4101 FAX 714-995-1833 E-MAIL hernandez_adam@auhsd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jaron Fried Signature

Address 501 Crescent Way City Anaheim Zip 92803

Phone 714-999-3557 Fax 714-520-9754

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

Anaheim Union High School District School District/Governing Board at its June 17, 2021 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Loara High School
NAME OF REPRESENTATIVE Gary Brown POSITION Principal
ADDRESS 1765 W. Cerritos Ave. CITY Anaheim ZIP 92804
PHONE 714-999-3677 FAX 714-999-3703 E-MAIL brown_g@auhsd.us

****

NAME OF SCHOOL Magnolia High School
NAME OF REPRESENTATIVE Karen Dabney-Lieras POSITION Principal
ADDRESS 2450 W. Ball Rd. CITY Anaheim ZIP 92804
PHONE 714-220-4221 FAX 714-220-4233 E-MAIL dabney_k@auhsd.us

****

NAME OF SCHOOL Oxford Academy
NAME OF REPRESENTATIVE Amber Houston POSITION Principal
ADDRESS 5172 Orange Ave. CITY Cypress ZIP 90630
PHONE 714-220-3055 FAX 714-527-7128 E-MAIL houston_a@auhsd.us

****

NAME OF SCHOOL Savanna High School
NAME OF REPRESENTATIVE Mike Pooley POSITION Principal
ADDRESS 301 N Gilbert St. CITY Anaheim ZIP 92801
PHONE 714-220-4262 FAX 714-995-2544 E-MAIL pooley_m@auhsd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jaron Fried Signature

Address 501 Crescent Way City Anaheim Zip 92803

Phone 714-999-3557 Fax 714-520-9754

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

Anaheim Union High School District School District/Governing Board at its June 17, 2021 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Western High School
NAME OF REPRESENTATIVE Hilda Vazquez POSITION Principal
ADDRESS 501 S. Western Ave. CITY Anaheim ZIP 92804
PHONE 714-220-4040 FAX 714-220-4027 E-MAIL vazquez_h@auhsd.us

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jaron Fried Signature

Address 501 Crescent Way City Anaheim Zip 92803

Phone 714-999-3557 Fax 714-520-9754

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2020-2021

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2021 – 256	12/03/2002	11	06/17/2021	Port View Preparatory	$45,000.00
2021 - 258	07/29/2003	12	06/17/2021	Olive Crest Academy	$30,000.00

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2020-2021

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
2021 – 257	02/28/2004	11	06/17/2021	Discovery Ranch	$125,000.00

ATTORNEY - CLIENT RETAINER AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. We, Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade APC ("Attorneys"), agree to provide legal services to Anaheim Union High School District, (the "District") on the terms set forth below:

1. **SCOPE OF SERVICES:** The District retains us as its Attorneys for the purposes of providing general legal advice and counsel as the District shall from time to time require. We will represent the District on specific litigation as instructed and we will provide research and advice of specific issues as requested by the Superintendent, or the President of the Board.

We will provide all legal services reasonably requested to represent the District's interest.

2. **CLIENT'S DUTIES:** The Client is the District and not any individual, Board member or administrator. The District agrees to provide specific instruction where services are requested, to abide by this agreement and to pay our bills on time and to cooperate and require its employees to cooperate with us in any activities we undertake on the District's behalf.

3. **LEGAL FEES:** The District agrees to pay for legal services as follows:

(a) Paralegal services at $80.00 per hour;

(b) Associate attorneys' time at $190.00 per hour; and

(c) Senior Counsel/Partner's time at $200.00 per hour.

No fee will be charged for general clerical or secretarial services.

Bills will be sent monthly, stating clearly the amount, rate, basis for calculation, description and date of service. The District agrees to pay each bill within thirty (30) days. Interest at the rate of 10% may be charged on any unpaid balance.

4. **COSTS:** All costs, disbursements and litigation expenses are the responsibility of the District. Costs are those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at $.15 per page, facsimile charges, deposition costs, parking fees, mileage at IRS standard business rate, investigation expenses, consultant or expert witnesses and similar items. We agree to obtain written consent before incurring any outside services.

5. **NEGOTIATION OF FEES**: Attorneys' fees are not set by law, but rather are negotiable between the attorney and client.

6. **ARBITRATION CLAUSE:** Client and Law Firm are agreeing to have any and all disputes (except where Client may request arbitration of a fee dispute by the State Bar) 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 legal services provided by Law Firm to Client, decided only by binding arbitration in accordance with the provisions of the 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. Law Firm 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. Client, however, may request arbitration of a fee dispute by the State Bar or San Diego County Bar Association as provided by Business and Professions Code Section 6200 et seq.

7. **ERROR AND OMISSIONS INSURANCE:** Attorneys maintain errors and omissions insurance coverage applicable to the services to be rendered under this agreement.

8. **DURATION:** This agreement shall be effective for the period of July 1, 2021 through June 30, 2022.

DATED: June __, 2021

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Michael Matsuda, Superintendent

DATED: June 8, 2021

ARTIANO SHINOFF ABED BLUMENFELD CARELLI SLEETH & WADE APC

By: Daniel R. Shinoff
Daniel R. Shinoff

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

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

17th	day of	June 2021	

by and between

Monjaras & Wismeyer Group, Inc.

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS the District is in need of special services and advice:

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

   Steve Monjaras, consultant, will provide development of essential function job analyses, facilitate accommodation meetings and manage return to work program.

Site/School:	As needed	Funds (Cost Center):	General Funds (1040)

2. List of Other Supportive Staff or Consultants:

   Regina De La Rosa, as needed.

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

Date:	July 1, 2021

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2022

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

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

Human Resource personnel will provide job descriptions and other relevant information to setup and facilitate meetings with staff requiring accommodation.

5. District shall pay Consultant the maximum amount of

$10,000

for services rendered

to # of people:	As needed	# hours per day:	As needed	# of days:	As needed

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

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

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

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

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

This agreement will improve the management of the District's return to work program and ensure proper documentation of the rights of employees and the District.

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

Consultant has unique knowledge and experience with the laws that govern the return to work program.

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

none

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

Mark all items that are true for the intended Consultant:

[X] **No Instructions**: The consultant will not be required to follow explicit instructions to accomplish the job.

[X] **No Training**: The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.

[X] **Work Not Essential to the Employer**: The employer's success or continuation does not depend on the services of the consultant.

[X] **Right to Hire Others**: The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.

[X] **Control of Assistants**: Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.

[X] **Not a Continuing Relationship**: If frequent, will be at irregular intervals, on call, or whenever work is available.

[X] **Own Work Hours**: Consultant will establish work hours for the job.

[X] **Time to Pursue Other Work**: Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.

[X] **Job Location**: Consultant controls job location, under district discretion, whether on employer's site or not.

[X] **Order of Work**: Consultant, rather than employer, determines order or sequence of steps in performance of work.

[X] **No Interim Reports**: Only specific pre-determined reports defined in the consulting agreement.

[X] **Basis of Payment**: Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

[X] **Business Expenses**: Consultant is responsible for incidental or special business expenses.

[X] **Tools and Equipment**: Consultant furnishes the identified tools and equipment needed for the job.

[X] **Significant Investment**: Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.

[X] **Possible Profit or Loss**: Consultant does these (check valid items):

- [X] Hires, directs, pays assistants
- [X] Has equipment, facilities
- [X] Has a continuing and recurring liability
- [X] Performs specific jobs for prices agreed-upon in advance
- [ ] Lists services in Business Directory
- [ ] Other (explain) _____

[X] **Work for Multiple Employers**: Consultant may perform services for more than one employer simultaneously, unless otherwise noted.

[ ] **Services Available to the General Public** (check valid items):

- [ ] Maintains an office
- [ ] Business license
- [ ] Business signs
- [ ] Advertises services
- [ ] Lists services in Business Directory
- [ ] Other (explain) _____

[ ] **Limited Right to Discharge**: Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).

[X] **No Compensation for Non-Completion**: Responsible for satisfactory completion of job; no compensation for non-completion.

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

CONSULTANT:	**DISTRICT:**
Typed Name: Steve Monjaras, President	Brad Jackson, Human Resources
Monjaras & Wismeyer Group, Inc.	**Anaheim Union High School District**
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
2201 East Willow Street, Suite #D189	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Signal Hill, CA 90755	**Anaheim, CA 92803-3520**
Date:	Date:
6-1-2021	

Mark Appropriately:

Independent/Sole Proprietor:	Yes		No	X
Corporation:	Yes	X	No	
Partnership:	Yes		No	X
Other/Specify:				

Social Security Number	or	Federal Identification Number
		20-2210968

Telephone Number:	E-mail Address:
(877) 984-7969	steve@gortw.com

If a corporation is being approved, the signature must be that of a responsible person. Typed corporation name must be identical to that on front page.

If an individual consultant, signature must match name on front page.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	6/7/21

EXHIBIT VVV

RETAINER AGREEMENT

THIS AGREEMENT is made and entered into effective this 1st day of July, 2021, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, referred to as the "DISTRICT," and PARKER & COVERT LLP, hereinafter referred to as "Attorneys."

W I T N E S S E T H

WHEREAS, the DISTRICT desires to obtain from Attorneys certain legal services to be rendered at the request and direction of the governing board of the DISTRICT pursuant to Education Code section 35041.5; and

WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to appoint Attorneys to represent DISTRICT in the matters that are hereinafter specified;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. DISTRICT retains Attorneys for the purpose of providing specific legal services. For the purpose of requesting specific legal services, the Board President, the Superintendent or the Superintendent's designee is hereby designated as the DISTRICT's representatives in selecting the legal services to be rendered.

2. DISTRICT shall pay Attorneys for the services herein performed at the rates set forth in Exhibit "A" which is attached hereto and by this reference incorporated herein. These rates will be in effect from July 1, 2021 through June 30, 2023.

3. Attorneys shall perform the services herein provided at the rates set forth in said Exhibit.

4. DISTRICT shall also pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of handling such services. Actual and necessary costs and expenses include those charges that Attorneys directly incur including, but not limited to, filing fees,

reproduction of documents, toll telephone charges, messenger and delivery services, travel expenses other than mileage costs, and court reporting costs.

5. Attorneys shall present statements for the services rendered pursuant hereto during the preceding month, and DISTRICT shall pay the same within a reasonable time thereafter, which is agreed to be within 45 days of receipt of attorneys' statement.

6. Attorneys shall serve under the terms of the Agreement at the pleasure of the DISTRICT and the DISTRICT hereby reserves the right to terminate Attorneys upon written notice to Attorneys.

7. Attorneys shall maintain at all times a policy of professional liability insurance while representing and advising DISTRICT.

8. Upon DISTRICT's written request Parker & Covert LLP will, whether or not all fees owing under this Agreement have been paid, make DISTRICT's file (with the exception of Parker & Covert LLP's work product) available for pickup by the DISTRICT at Parker & Covert LLP's office. Parker & Covert LLP may at any time request in writing that the DISTRICT take possession of all or a portion of DISTRICT's files. If the DISTRICT does not take possession within ninety (90) days after mailing of such request, Parker & Covert LLP may thereafter destroy the files. In any case, Parker & Covert LLP is authorized to destroy the files without notice five (5) years after termination of the matter or Parker & Covert LLP's employment.

9. Attorneys reserve the right in their discretion to terminate this Agreement at any time Attorneys deem necessary or advisable upon thirty (30) days written notice to DISTRICT.

EXHIBIT VVV

In witness whereof, this Retainer Agreement was duly approved by the Board of Trustees.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Date: June 17, 2021

By: _____
Brad Jackson
Title: Assistant Superintendent, Human Resources

PARKER & COVERT LLP

Date: May 17, 2021

By: _____
Spencer E. Covert

EXHIBIT "A"

Rates 7/1/2021 to 6/30/22

PARTNERS	$285.00 per hour
ASSOCIATES	$255.00 per hour
LAW CLERKS/PARALEGALS	$145.00 per hour

Rates 7/1/2022 to 6/30/23

PARTNERS	$295.00 per hour
ASSOCIATES	$265.00 per hour
LAW CLERKS/PARALEGALS	$155.00 per hour

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2021, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for two years, commencing July 1, 2021, through June 30, 2022. For the period July 1, 2021, through June 30, 2022, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	$315.00
Partners/Senior Counsel	$285.00
Senior Associates	$280.00
Associates	$275.00
Non-Legal Consultants	$210.00
Senior Paralegals/Law Clerks	$175.00
Paralegals/Legal Assistants	$170.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration

or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2021, through June 30, 2022, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XII. EXECUTION DATE

This Agreement is entered into this 17th day of June, 2021.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ ___ By: _____
ANTHONY P. DE MARCO

"District"

ANAHEIM UNION HIGH SCHOOL DISTRICT

Dated: _____ By: _____
Brad Jackson
Assistant Superintendent, Human Resources

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2020/2021 SALARY SCHEDULE
Effective 7/1/2020 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	2909.00	3026.00	3153.00	3274.00	3403.00	3544.00	3611.00	3685.00	3759.00	3833.00	Monthly
		16.51	17.17	17.92	18.60	19.33	20.15	20.52	20.95	21.34	21.77	Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT	3531.00	3671.00	3804.00	3963.00	4113.00	4282.00	4347.00	4449.00	4533.00	4608.00	Monthly
		20.06	20.86	21.62	22.52	23.38	24.34	24.69	25.28	25.75	26.21	Hourly
49	ATHLETIC FACILTIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3541.00	3684.00	3822.00	3981.00	4143.00	4309.00	4389.00	4483.00	4568.00	4655.00	Monthly
		20.12	20.95	21.71	22.61	23.52	24.50	24.93	25.47	25.96	26.48	Hourly
50	FOOD SERVICE ASSISTANT III	3681.00	3824.00	3964.00	4125.00	4284.00	4453.00	4533.00	4625.00	4711.00	4800.00	Monthly
		20.91	21.73	22.53	23.43	24.36	25.30	25.75	26.29	26.74	27.27	Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST	3716.00	3861.00	4023.00	4179.00	4349.00	4520.00	4606.00	4708.00	4794.00	4899.00	Monthly
		21.11	21.95	22.84	23.75	24.70	25.68	26.20	26.73	27.26	27.83	Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILING SENIOR CUSTODIAN	3743.00	3906.00	4053.00	4204.00	4389.00	4564.00	4654.00	4740.00	4839.00	4939.00	Monthly
		21.26	22.21	23.03	23.89	24.93	25.93	26.47	26.93	27.51	28.08	Hourly
53A	WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	3808.00	3957.00	4123.00	4284.00	4458.00	4632.00	4722.00	4824.00	4915.00	5021.00	Monthly
		21.63	22.50	23.41	24.35	25.31	26.33	26.86	27.39	27.94	28.53	Hourly
53	EQUIPMENT OPERATOR TECHNOLOGY SERVICES ASSISTANT	3906.00	4055.00	4217.00	4386.00	4566.00	4750.00	4839.00	4939.00	5033.00	5137.00	Monthly
		22.21	23.04	23.97	24.91	25.95	26.98	27.51	28.08	28.61	29.19	Hourly
54	AUDITORIUM OPERATIONS TECHNICIAN MAINTENANCE SERVICE WORKER	4001.00	4157.00	4325.00	4498.00	4681.00	4867.00	4960.00	5061.00	5161.00	5266.00	Monthly
		23.09	23.99	24.95	25.95	27.00	28.09	28.61	29.19	29.76	30.39	Hourly
55	BUS DRIVER FOOD SERVICE SOUS CHEF INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR	4098.00	4259.00	4429.00	4606.00	4792.00	4984.00	5079.00	5184.00	5286.00	5395.00	Monthly
		23.31	24.20	25.17	26.20	27.25	28.32	28.87	29.45	30.04	30.67	Hourly
56	HEAVY EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4204.00	4365.00	4541.00	4722.00	4912.00	5107.00	5209.00	5316.00	5421.00	5532.00	Monthly
		24.26	25.19	26.20	27.24	28.34	29.46	30.06	30.67	31.28	31.91	Hourly

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2020/2021 SALARY SCHEDULE
Effective 7/1/2020 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT	4308.00	4471.00	4652.00	4837.00	5030.00	5229.00	5339.00	5447.00	5555.00	5665.00	Monthly
		24.50	25.39	26.46	27.50	28.60	29.71	30.33	30.97	31.57	32.21	Hourly
58	ATHLETIC FACILITIES TECHNICIAN MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	4412.00	4585.00	4768.00	4959.00	5157.00	5362.00	5472.00	5583.00	5693.00	5804.00	Monthly
		25.45	26.46	27.51	28.60	29.75	30.94	31.57	32.21	32.85	33.48	Hourly
59	ASSISTANT MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE LOCKSMITH OFFSET PRESS OPERATOR TRANSPORTATION DISPATCHER	4517.00	4699.00	4883.00	5078.00	5283.00	5494.00	5604.00	5718.00	5831.00	5945.00	Monthly
		25.67	26.70	27.74	28.86	30.03	31.22	31.85	32.49	33.15	33.78	Hourly
60	ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE PLUMBER SHOP EQUIPMENT REPAIR TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN II	4628.00	4815.00	5004.00	5206.00	5418.00	5630.00	5743.00	5859.00	5976.00	6094.00	Monthly
		26.70	27.78	28.87	30.04	31.26	32.49	33.14	33.80	34.48	35.16	Hourly
61	AUDIO-VISUAL TECHNICIAN TRANSPORTATION OPERATIONS SPEC	4740.00	4931.00	5126.00	5334.00	5552.00	5765.00	5882.00	6000.00	6119.00	6244.00	Monthly
		26.93	28.04	29.12	30.30	31.55	32.76	33.40	34.10	34.78	35.48	Hourly
62A	FOOD SERVICE EQUIPMENT TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC	4857.00	5054.00	5253.00	5468.00	5690.00	5908.00	6029.00	6151.00	6273.00	6401.00	Monthly
		27.60	28.74	29.84	31.05	32.35	33.59	34.25	34.95	35.64	36.37	Hourly
62		4939.00	5142.00	5347.00	5561.00	5780.00	6015.00	6141.00	6264.00	6395.00	6519.00	Monthly
		28.08	29.21	30.37	31.60	32.85	34.18	34.89	35.58	36.35	37.05	Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	4981.00	5175.00	5382.00	5603.00	5826.00	6054.00	6178.00	6300.00	6428.00	6558.00	Monthly
		28.30	29.42	30.61	31.82	33.08	34.41	35.11	35.81	36.53	37.28	Hourly
64	HVAC ENERGY MAINT CONT SYS TECH (4/1/18)	5107.00	5312.00	5524.00	5744.00	5974.00	6212.00	6336.00	6463.00	6592.00	6723.00	Monthly
		29.46	30.64	31.86	33.14	34.46	35.82	36.55	37.29	38.03	38.79	Hourly

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2020/2021 SALARY SCHEDULE
Effective 7/1/2020 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
67	NETWORK TECHNICIAN	5489.00	5709.00	5934.00	6176.00	6420.00	6676.00	6811.00	6948.00	7083.00	7229.00	Monthly
		31.18	32.43	33.72	35.09	36.48	37.94	38.70	39.48	40.25	41.07	Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $553 after ten (10) years of service with AUHSD
4% plus $1645 additional after fifteen (15) years of service with AUHSD
7% plus $3,029 additional after twenty (20) years of service with AUHSD
10% plus $3,951 additional after twenty-five (25) years of service with AUHSD
12% plus $3,951 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $144.00
Custodial Night Shift Differential: $52
Transportation Dispatch Stipend: $289

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 6/17/21

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE HEALTH SCREENER (Temporary)	2909.00	3026.00	3153.00	3274.00	3403.00	3544.00	3611.00	3685.00	3759.00	3833.00	Monthly
		16.51	17.18	17.92	18.59	19.34	20.14	20.53	20.93	21.34	21.77	Hourly
43	INSTR ASSISTANT	3053.00	3181.00	3312.00	3441.00	3578.00	3727.00	3797.00	3869.00	3948.00	4027.00	Monthly
	INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	17.35	18.08	18.81	19.54	20.33	21.17	21.58	21.98	22.43	22.87	Hourly
47	COMPUTER LAB ASSISTANT	3366.00	3504.00	3639.00	3794.00	3941.00	4099.00	4181.00	4264.00	4353.00	4432.00	Monthly
	INSTR ASST-BILINGUAL (SPANISH) INSTR ASST-BILINGUAL (VIETNAMESE) INSTR ASST-BILINGUAL (KOREAN) INSTR ASST-BILINGUAL (ARABIC) INSTR ASST-BILINGUAL (ROMANIAN) INSTR ASST-SPEC ACADEMIC INSTRUCTION-BIL INSTR ASST - STUDENT/PARENT LIAISON-BIL OFFICE ASSISTANT-BILINGUAL SCHOOL COMMUNITY LIAISON	19.11	19.91	20.66	21.55	22.40	23.32	23.75	24.21	24.73	25.21	Hourly
49		3541.00	3684.00	3822.00	3981.00	4143.00	4309.00	4389.00	4483.00	4568.00	4655.00	Monthly
		20.12	20.93	21.71	22.61	23.53	24.50	24.94	25.48	25.96	26.47	Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON	3716.00	3861.00	4023.00	4179.00	4349.00	4520.00	4606.00	4708.00	4794.00	4899.00	Monthly
	COLLEGE & CAREER READINESS SPECIALIST CONTACT TRACER (Temporary) DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC (D/HH or VI) LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	21.11	21.96	22.85	23.74	24.72	25.69	26.18	26.73	27.25	27.83	Hourly
53	SECRETARY-BILING/ATTENDANCE	3906.00	4055.00	4217.00	4386.00	4566.00	4750.00	4839.00	4939.00	5033.00	5137.00	Monthly
	SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/REGISTRAR-RECORDS SECRETARY-BILING/SCHOOL SUPPORT TRANSLATOR	22.19	23.04	23.97	24.93	25.95	26.98	27.51	28.08	28.60	29.20	Hourly

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 6/17/21

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		4013.00	4181.00	4349.00	4530.00	4710.00	4902.00	4997.00	5104.00	5204.00	5317.00	Monthly
		22.81	23.75	24.72	25.73	26.74	27.84	28.42	29.00	29.58	30.21	Hourly
55	ASB ACCOUNT TECHNICIAN	4098.00	4259.00	4429.00	4606.00	4792.00	4984.00	5079.00	5184.00	5286.00	5395.00	Monthly
	BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	23.31	24.20	25.17	26.18	27.25	28.32	28.87	29.45	30.03	30.66	Hourly
56	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST	4204.00	4365.00	4541.00	4722.00	4912.00	5107.00	5209.00	5316.00	5421.00	5532.00	Monthly
57	ACCOUNTING TECHNICIAN	4308.00	4471.00	4652.00	4837.00	5030.00	5229.00	5339.00	5447.00	5555.00	5665.00	Monthly
	ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	24.48	25.39	26.46	27.50	28.57	29.71	30.33	30.97	31.57	32.19	Hourly
59	ADMINISTRATIVE ASSISTANT BILINGUAL	4517.00	4699.00	4883.00	5078.00	5283.00	5494.00	5604.00	5718.00	5831.00	5945.00	Monthly
	INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	25.67	26.71	27.75	28.86	30.02	31.22	31.85	32.49	33.15	33.78	Hourly
61	FOOD SERVICE TECHNICIAN	4740.00	4931.00	5126.00	5334.00	5552.00	5765.00	5882.00	6000.00	6119.00	6244.00	Monthly
	SR ADMIN ASST SCHOOL SUPPORT / BILINGUAL SR ADMIN ASST PROGRAM SUPPORT / BILINGUAL	26.93	28.02	29.13	30.30	31.55	32.76	33.41	34.11	34.79	35.48	Hourly
62	ASSESSMENT/EVALUATION TECHNICIAN	4939.00	5142.00	5347.00	5561.00	5780.00	6015.00	6141.00	6264.00	6395.00	6519.00	Monthly
	BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST WEBMASTER (4/1/18)	28.08	29.21	30.37	31.60	32.85	34.18	34.89	35.58	36.35	37.05	Hourly
63	BEHAVIOR INTERVENTION SPECIALIST	4981.00	5175.00	5382.00	5603.00	5826.00	6054.00	6178.00	6300.00	6428.00	6558.00	Monthly
	BUYER FOOD SERVICE ACCOUNTING SPECIALIST	28.74	29.85	31.05	32.33	33.61	34.93	35.65	36.36	37.08	37.83	Hourly

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 6/17/21

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
65	ART DESIGNER	5232.00	5442.00	5660.00	5886.00	6119.00	6367.00	6493.00	6623.00	6756.00	6891.00	Monthly
		29.71	30.87	32.11	33.43	34.78	36.13	36.87	37.59	38.35	39.14	Hourly
66	PROCUREMENT CONTRACT SPECIALIST	5376.00	5590.00	5815.00	6047.00	6289.00	6540.00	6673.00	6806.00	6940.00	7078.00	Monthly
68	INFORMATION SYSTEMS ANALYST	5663.00	5888.00	6126.00	6371.00	6626.00	6891.00	7029.00	7169.00	7312.00	7457.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6671.00	6932.00	7216.00	7504.00	7805.00	8116.00	8274.00	8439.00	8612.00	8783.00	Monthly
		37.91	39.39	40.99	42.65	44.35	46.11	46.99	47.94	48.95	49.92	Hourly
76	SYSTEMS ADMINISTRATOR	7010.00	7284.00	7574.00	7877.00	8189.00	8522.00	8688.00	8866.00	9048.00	9226.00	Monthly
		39.83	41.40	43.04	44.75	46.52	48.41	49.37	50.36	51.40	52.41	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $553 after ten (10) years of service with AUHSD
4% plus $1645 additional after fifteen (15) years of service with AUHSD
7% plus $3,029 additional after twenty (20) years of service with AUHSD
10% plus $3,951 additional after twenty-five (25) years of service with AUHSD
12% plus $3,951 additional after thirty (30) years of service with AUHSD

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $144.00

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 5/6/21

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	GF SR ADMINISTRATIVE ASSISTANT	4,740.00	4,931.00	5,126.00	5,334.00	5,552.00	5,765.00	5,882.00	6,001.00	6,119.00	6,244.00	Monthly
61		4,997.00	5,190.00	5,384.00	5,593.00	5,809.00	6,024.00	6,142.00	6,261.00	6,379.00	6,501.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	5,256.00	5,453.00	5,662.00	5,879.00	6,101.00	6,333.00	6,454.00	6,580.00	6,706.00	6,834.00	Monthly
67	SENIOR EXECUTIVE ASSISTANT	5,765.00	5,983.00	6,211.00	6,451.00	6,697.00	6,951.00	7,085.00	7,225.00	7,361.00	7,506.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $553 after ten (10) years of service with AUHSD
4% plus $1645 additional after fifteen (15) years of service with AUHSD
7% plus $3,029 additional after twenty (20) years of service with AUHSD
10% plus $3,951 additional after twenty-five (25) years of service with AUHSD
12% plus $3,951 additional after thirty (30) years of service with AUHSD

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
MID-MANAGERS ASSOCIATION
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved 4/8/21 - REVISED 6/17/21

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
2	PLANT MANAGER I	4,561.00	4,727.00	4,910.00	5,097.00	5,287.00	5,482.00	5,595.00	5,695.00	5,810.00	5,921.00	Monthly
3	** FOOD SERVICE SITE MANAGER I	4,657.00	4,838.00	5,022.00	5,218.00	5,421.00	5,634.00	5,743.00	5,854.00	5,969.00	6,083.00	Monthly
4	PLANT MANAGER II	4,776.00	4,956.00	5,141.00	5,335.00	5,542.00	5,754.00	5,860.00	5,973.00	6,086.00	6,203.00	Monthly
5		4,879.00	5,072.00	5,266.00	5,475.00	5,685.00	5,904.00	6,024.00	6,143.00	6,262.00	6,385.00	Monthly
9	MAINTENANCE FOREMAN (Effective 7/15/20)	5,339.00	5,550.00	5,769.00	5,994.00	6,232.00	6,471.00	6,599.00	6,730.00	6,862.00	6,997.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $553 after ten (10) years of service with AUHSD
4% plus $1645 additional after fifteen (15) years of service with AUHSD
7% plus $3,029 additional after twenty (20) years of service with AUHSD
10% plus $3,951 additional after twenty-five (25) years of service with AUHSD
12% plus $3,951 additional after thirty (30) years of service with AUHSD

* Overtime Exempt
** Ten Month Employees

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 5/6/21 - REVISED 6/17/21

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	** CATERING MANAGER	4,442.00	4,608.00	4,790.00	4,980.00	5,168.00	5,363.00	5,476.00	5,576.00	5,691.00	5,801.00	Monthly
2		4,561.00	4,727.00	4,910.00	5,097.00	5,287.00	5,482.00	5,595.00	5,695.00	5,810.00	5,921.00	Monthly
3		4,657.00	4,838.00	5,022.00	5,218.00	5,421.00	5,634.00	5,743.00	5,854.00	5,969.00	6,083.00	Monthly
4	COMMUNITY SCHOOLS COORDINATOR	4,776.00	4,956.00	5,141.00	5,335.00	5,542.00	5,754.00	5,860.00	5,973.00	6,086.00	6,203.00	Monthly
5	** FOOD PRODUCTION CENTER MANAGER ** FOOD SERVICE SITE MANAGER II	4,879.00	5,072.00	5,266.00	5,475.00	5,685.00	5,904.00	6,024.00	6,143.00	6,262.00	6,385.00	Monthly
6		4,858.00	5,047.00	5,243.00	5,451.00	5,665.00	5,882.00	6,000.00	6,118.00	6,239.00	6,362.00	Monthly
7	PERFORMING ARTS SUPERVISOR WAREHOUSE SUPERVISOR	5,094.00	5,290.00	5,497.00	5,721.00	5,941.00	6,171.00	6,295.00	6,418.00	6,543.00	6,671.00	Monthly
8	FACE COORDINATOR	5,235.00	5,435.00	5,639.00	5,859.00	6,084.00	6,310.00	6,434.00	6,560.00	6,685.00	6,814.00	Monthly
9	* ACCOUNTANT GARAGE SUPERVISOR MAINTENANCE FOREMAN	5,339.00	5,550.00	5,769.00	5,994.00	6,232.00	6,471.00	6,599.00	6,730.00	6,862.00	6,997.00	Monthly
11		5,605.00	5,824.00	6,049.00	6,290.00	6,533.00	6,791.00	6,928.00	7,063.00	7,200.00	7,344.00	Monthly
12	EMPLOYEE RELATIONS ANALYST GRAPHIC PRODUCTION MANAGER HUMAN RESOURCES ANALYST LANGUAGE ASSESSMENT CENTER SUPV	5,742.00	5,966.00	6,199.00	6,444.00	6,697.00	6,959.00	7,099.00	7,239.00	7,380.00	7,526.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER	5,879.00	6,108.00	6,348.00	6,598.00	6,859.00	7,127.00	7,266.00	7,411.00	7,558.00	7,705.00	Monthly
14	FOOD SERVICE OPERATIONS SUPERVISOR * OPERATIONS SUPERVISOR TRANSPORTATION SUPERVISOR	6,038.00	6,273.00	6,519.00	6,777.00	7,044.00	7,320.00	7,464.00	7,611.00	7,762.00	7,914.00	Monthly
15		6,197.00	6,438.00	6,691.00	6,956.00	7,230.00	7,511.00	7,660.00	7,812.00	7,965.00	8,122.00	Monthly
16	PAYROLL SUPERVISOR	6,355.00	6,602.00	6,863.00	7,133.00	7,416.00	7,705.00	7,856.00	8,013.00	8,169.00	8,331.00	Monthly
17	* MAINTENANCE MANAGER	6,523.00	6,781.00	7,047.00	7,325.00	7,614.00	7,914.00	8,070.00	8,229.00	8,390.00	8,557.00	Monthly
18	* EDUCATION TECHNOLOGY SUPERVISOR	6,694.00	6,959.00	7,233.00	7,517.00	7,816.00	8,122.00	8,284.00	8,446.00	8,612.00	8,782.00	Monthly

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 5/6/21 - REVISED 6/17/21

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		6,864.00	7,136.00	7,418.00	7,709.00	8,015.00	8,331.00	8,497.00	8,662.00	8,833.00	9,007.00	Monthly
20		6,985.00	7,263.00	7,551.00	7,851.00	8,164.00	8,489.00	8,657.00	8,829.00	9,002.00	9,183.00	Monthly
21	ACCOUNTING MANAGER ENERGY MANAGER OCCUPATIONAL THERAPIST PROJECT MANAGER - FACILITIES & PLANNING	7,105.00	7,389.00	7,685.00	7,989.00	8,312.00	8,644.00	8,817.00	8,994.00	9,174.00	9,357.00	Monthly
24	*ASSISTANT DIRECTOR-FOOD SERVICE	7,480.00	7,780.00	8,090.00	8,414.00	8,750.00	9,100.00	9,283.00	9,469.00	9,659.00	9,850.00	Monthly
26	ASST DIRECTOR - MAINT & OPERATIONS NETWORK & PROGRAM MANAGER	7,742.00	8,053.00	8,375.00	8,710.00	9,059.00	9,419.00	9,608.00	9,800.00	9,998.00	10,197.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $553 after ten (10) years of service with AUHSD
4% plus $1645 additional after fifteen (15) years of service with AUHSD
7% plus $3,029 additional after twenty (20) years of service with AUHSD
10% plus $3,951 additional after twenty-five (25) years of service with AUHSD
12% plus $3,951 additional after thirty (30) years of service with AUHSD

* Overtime Exempt
** Ten Month Employees

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 5/6/21 - Revised 6/17/21

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	108,888.00	112,160.00	115,442.00	118,717.00	121,994.00	125,271.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	119,579.00	122,857.00	126,132.00	129,406.00	132,684.00	135,961.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	128,049.00	131,328.00	134,604.00	137,873.00	141,155.00	144,438.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	140,102.00	143,378.00	146,658.00	149,935.00	153,212.00	156,492.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	126,324.00	129,601.00	132,875.00	136,149.00	139,432.00	142,707.00	Annually
30	NURSE PRACTITIONER AUTISM SPECIALIST/GASELPA PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA REGIONAL NURSE	11.0	200	103,159.00	106,434.00	109,714.00	112,994.00	116,270.00	119,546.00	Annually
31	PSYCHOLOGIST BEHAVIOR SPECIALIST	11.0	198	103,159.00	106,434.00	109,714.00	112,994.00	116,270.00	119,546.00	Annually
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	224 **	109,287.00	112,529.00	115,773.00	119,016.00	122,258.00	125,507.00	Annually
33	CONSTRUCTION SERVICES ADMINISTRATOR	14.4	224**	119,933.00	123,185.00	126,443.00	129,698.00	132,951.00	136,208.00	Annually
35	DIRECTOR (CERTIFICATED)	14.4	224 *	141,225.00	144,497.00	147,783.00	151,060.00	154,339.00	157,610.00	Annually
36	DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	224 **	119,622.00	122,899.00	126,174.00	129,449.00	132,727.00	136,003.00	Annually
36B		14.4	224	124,950.00	128,226.00	131,503.00	134,777.00	138,057.00	141,330.00	Annually
37	DIRECTOR OF FOOD SERVICE DIRECTOR OF MAINTENANCE & OPERATIONS DIRECTOR OF PURCHASING & CENTRAL SERVICES PUBLIC INFORMATION MANAGER	14.4	224 **	130,278.00	133,551.00	136,830.00	140,105.00	143,385.00	146,658.00	Annually
37B	CONTROLLER DIRECTOR OF BUSINESS OPERATIONS	14.4	224 **	135,752.00	139,025.00	142,258.00	145,582.00	148,862.00	152,134.00	Annually
38		14.4	224 **	141,225.00	144,497.00	147,783.00	151,060.00	154,339.00	157,610.00	Annually
39	DIRECTOR PLANNING/DESIGN/CONST	14.4	224 **	149,599.00	153,067.00	156,545.00	160,017.00	163,489.00	166,955.00	Annually

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 5/6/21 - Revised 6/17/21

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
40	CHIEF TECHNOLOGY OFFICER EXECUTIVE DIRECTOR OF FISCAL SERVICES EXECUTIVE DIRECTOR OF HUMAN RESOURCES	14.4	224 **	154,129.00	157,213.00	160,359.00	163,565.00	166,834.00	170,174.00	Annually

*23 non-duty days excluded from work days
**excludes 23 vacation days and 14 paid holidays

Longevity -
16th-20th year - $4950
21st-25th year - $9901
26th-30th year - $14850
31st year on - $14850

Doctorate $2415

Mileage Allowance:
$200/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager
$175/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer
$125/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist
$75/month: Junior High Assistant Principal

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
CONTRACTED EMPLOYEES
2020/2021 SALARY SCHEDULE
Effective 7/1/20 - BOT Approved on 5/6/21 - REVISED

Position Title	SALARY	
SUPERINTENDENT	284,644.00	ANNUALLY
ASSISTANT SUPERINTENDENT CHIEF ACADEMIC OFFICER	215,890.00	ANNUALLY
COUNSEL	215,890.00	ANNUALLY

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
2020/21 COUNSELOR SALARY SCHEDULE

		BA + 45 or MA	**BA + 60 & MA or Doctorate**
STEPS	**I**	**II**	**III**
1	$63,033	$68,387	$74,517
2	$66,564	$71,924	$78,046
3	$70,102	$75,452	$81,584
4	$73,629	$78,989	$85,121
5	$77,169	$82,523	$88,654
6	$80,704	$86,063	$92,184
7	$84,236	$89,596	$95,725
8	$87,774	$93,125	$99,262
9	$91,310	$96,669	$102,800
10	$94,848	$100,205	$106,341
11	$98,389	$103,745	$109,867
LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)			
16	$103,327	$108,683	$114,805
21	$108,265	$113,621	$119,743
26	$115,696	$121,052	$127,174

Doctorate: $2,409

Miscellaneous Rate of Pay: $47.12 (Effective 6/1/21)

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, 2020

ANAHEIM UNION HIGH SCHOOL DISTRICT

2020/2021 TEACHERS' SALARY SCHEDULE

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	**I**	**II**	**III**	**IV**
01	$54,602	$58,897	$63,906	$69,628
02	$57,909	$62,198	$67,206	$72,927
03	$61,205	$65,504	$70,505	$76,235
04	$64,511	$68,798	$73,809	$79,538
05	$67,815	$72,106	$77,112	$82,838
06	$71,119	$75,408	$80,417	$86,139
07	$74,424	$78,710	$83,720	$89,446
08	$77,725	$82,016	$87,020	$92,754
09	$81,034	$85,318	$90,326	$96,058
10	$84,331	$88,626	$93,635	$99,361
11	$87,641	$91,939	$96,938	$102,661
LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	$92,579	$96,877	$101,876	$107,599
21	$97,517	$101,815	$106,814	$112,537
26	$104,804	$109,102	$114,101	$119,824

Doctorate: $2,409

National Board Certification: $2,409

Hourly Rate of Pay: $47.12 (effective 6/1/21)

Summer Stipends: See Article 14.9

Initial Salary Placement: See Article 14.3.2

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: April 8, 2021
Effective: July 1, 2020

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2021/2022 SALARY SCHEDULE
Effective 7/1/2021 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	2909.00	3026.00	3153.00	3274.00	3403.00	3544.00	3611.00	3685.00	3759.00	3833.00	Monthly
		16.51	17.17	17.92	18.60	19.33	20.15	20.52	20.95	21.34	21.77	Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT	3531.00	3671.00	3804.00	3963.00	4113.00	4282.00	4347.00	4449.00	4533.00	4608.00	Monthly
		20.06	20.86	21.62	22.52	23.38	24.34	24.69	25.28	25.75	26.21	Hourly
49	ATHLETIC FACILTIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3541.00	3684.00	3822.00	3981.00	4143.00	4309.00	4389.00	4483.00	4568.00	4655.00	Monthly
		20.12	20.95	21.71	22.61	23.52	24.50	24.93	25.47	25.96	26.48	Hourly
50	FOOD SERVICE ASSISTANT III SENIOR CUSTODIAN	3681.00	3824.00	3964.00	4125.00	4284.00	4453.00	4533.00	4625.00	4711.00	4800.00	Monthly
		20.91	21.73	22.53	23.43	24.36	25.30	25.75	26.29	26.74	27.27	Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	3716.00	3861.00	4023.00	4179.00	4349.00	4520.00	4606.00	4708.00	4794.00	4899.00	Monthly
		21.11	21.95	22.84	23.75	24.70	25.68	26.20	26.73	27.26	27.83	Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILING	3743.00	3906.00	4053.00	4204.00	4389.00	4564.00	4654.00	4740.00	4839.00	4939.00	Monthly
		21.26	22.21	23.03	23.89	24.93	25.93	26.47	26.93	27.51	28.08	Hourly
53A		3808.00	3957.00	4123.00	4284.00	4458.00	4632.00	4722.00	4824.00	4915.00	5021.00	Monthly
		21.63	22.50	23.41	24.35	25.31	26.33	26.86	27.39	27.94	28.53	Hourly
53	AUDITORIUM OPERATIONS TECHNICIAN EQUIPMENT OPERATOR MAINTENANCE SERVICE WORKER TECHNOLOGY SERVICES ASSISTANT	3906.00	4055.00	4217.00	4386.00	4566.00	4750.00	4839.00	4939.00	5033.00	5137.00	Monthly
		22.21	23.04	23.97	24.91	25.95	26.98	27.51	28.08	28.61	29.19	Hourly
54		4001.00	4157.00	4325.00	4498.00	4681.00	4867.00	4960.00	5061.00	5161.00	5266.00	Monthly
		23.09	23.99	24.95	25.95	27.00	28.09	28.61	29.19	29.76	30.39	Hourly
55	BUS DRIVER FOOD SERVICE SOUS CHEF HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4098.00	4259.00	4429.00	4606.00	4792.00	4984.00	5079.00	5184.00	5286.00	5395.00	Monthly
		23.31	24.20	25.17	26.20	27.25	28.32	28.87	29.45	30.04	30.67	Hourly
56		4204.00	4365.00	4541.00	4722.00	4912.00	5107.00	5209.00	5316.00	5421.00	5532.00	Monthly
		24.26	25.19	26.20	27.24	28.34	29.46	30.06	30.67	31.28	31.91	Hourly

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2021/2022 SALARY SCHEDULE
Effective 7/1/2021 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	ATHLETIC FACILITIES TECHNICIAN	4308.00	4471.00	4652.00	4837.00	5030.00	5229.00	5339.00	5447.00	5555.00	5665.00	Monthly
	DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	24.50	25.39	26.46	27.50	28.60	29.71	30.33	30.97	31.57	32.21	Hourly
58		4412.00	4585.00	4768.00	4959.00	5157.00	5362.00	5472.00	5583.00	5693.00	5804.00	Monthly
		25.45	26.46	27.51	28.60	29.75	30.94	31.57	32.21	32.85	33.48	Hourly
59	ASSISTANT MECHANIC	4517.00	4699.00	4883.00	5078.00	5283.00	5494.00	5604.00	5718.00	5831.00	5945.00	Monthly
	ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECHNICIAN TRANSPORTATION DISPATCHER	25.67	26.70	27.74	28.86	30.03	31.22	31.85	32.49	33.15	33.78	Hourly
60	TECHNOLOGY SERVICES TECHNICIAN II	4628.00	4815.00	5004.00	5206.00	5418.00	5630.00	5743.00	5859.00	5976.00	6094.00	Monthly
		26.70	27.78	28.87	30.04	31.26	32.49	33.14	33.80	34.48	35.16	Hourly
61	AUDIO-VISUAL TECHNICIAN	4740.00	4931.00	5126.00	5334.00	5552.00	5765.00	5882.00	6000.00	6119.00	6244.00	Monthly
	FOOD SERVICE EQUIPMENT TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MECHANIC TRANSPORTATION OPERATIONS SPEC	26.93	28.04	29.12	30.30	31.55	32.76	33.40	34.10	34.78	35.48	Hourly
62A	MAINTENANCE WELDER-FABRICATOR	4857.00	5054.00	5253.00	5468.00	5690.00	5908.00	6029.00	6151.00	6273.00	6401.00	Monthly
		27.60	28.74	29.84	31.05	32.35	33.59	34.25	34.95	35.64	36.37	Hourly
62		4939.00	5142.00	5347.00	5561.00	5780.00	6015.00	6141.00	6264.00	6395.00	6519.00	Monthly
		28.08	29.21	30.37	31.60	32.85	34.18	34.89	35.58	36.35	37.05	Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	4981.00	5175.00	5382.00	5603.00	5826.00	6054.00	6178.00	6300.00	6428.00	6558.00	Monthly
		28.30	29.42	30.61	31.82	33.08	34.41	35.11	35.81	36.53	37.28	Hourly
64	HVAC ENERGY MAINT CONT SYS TECH (4/1/18)	5107.00	5312.00	5524.00	5744.00	5974.00	6212.00	6336.00	6463.00	6592.00	6723.00	Monthly
		29.46	30.64	31.86	33.14	34.46	35.82	36.55	37.29	38.03	38.79	Hourly

EXHIBIT XXX

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2021/2022 SALARY SCHEDULE
Effective 7/1/2021 - BOT Approved - 6/17/21 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
67	NETWORK TECHNICIAN	5489.00	5709.00	5934.00	6176.00	6420.00	6676.00	6811.00	6948.00	7083.00	7229.00	Monthly
		31.18	32.43	33.72	35.09	36.48	37.94	38.70	39.48	40.25	41.07	Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $553 after ten (10) years of service with AUHSD
4% plus $1645 additional after fifteen (15) years of service with AUHSD
7% plus $3,029 additional after twenty (20) years of service with AUHSD
10% plus $3,951 additional after twenty-five (25) years of service with AUHSD
12% plus $3,951 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $144.00
Custodial Night Shift Differential: $52
Transportation Dispatch Stipend: $289

EXHIBIT XXX

BRANDMAN University Chapman University System

SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

TEACHER EDUCATION	X	**SCHOOL PSYCHOLOGY**	X
SCHOOL COUNSELING	X	**EDUCATION ADMINISTRATION**	

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Anaheim Union High School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

D. To provide for emergency health care of the student in case of accident at the expense of the student.

E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.

C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.

D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.

E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.

F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence, $3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:	UNIVERSITY CONTACT INFORMATION:
Anaheim Union High School District 501 N. Crescent Way Anaheim, CA 92801 Attn: Liliana Carrillo Phone: 714-999-3511	Brandman University 16355 Laguna Canyon Road Irvine, CA 92618 Attn: School of Education, Dean Fax: (800) 775-0128

K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

A. THE TERM of this Agreement shall be effective 07/01/2021 and shall continue in full force and effect through 07/01/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:	Signature:	
	Name:	Brad Jackson
	Title:	Assistant Superintendent, Human Resources
	Date:	

UNIVERSITY:	Signature:	
	Name:	Phillip L. Doolittle
	Title:	Executive Vice Chancellor of Finance and Administration and Chief Financial Officer
	Date:	

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

(a) $ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.

(b) $ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNVIERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.

B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.

C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).

D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).

E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.

F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.

G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.

B. Provide opportunities for students to gain a broad range of experiences, including experiences in:

   a. Personal and career assessments
   b. Personal counseling experience in either an individual or group context
   c. Experience in School-based programs serving parents and family members
   d. Observing classroom instruction
   e. Attending district and school based meetings
   f. Mapping school-based community resources
   g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
   h. Participating in professional development activities.
   i. Participating in individual or group supervision.
   j. Learning about and using technology and information systems.
   k. Learning about Individual differences and student diversity.

C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. <u>Specific Supervision Requirements School Psychology</u> Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.

B. Provide experiences with a diverse student population.

C. Provide experiences with a variety of educational programs.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
c. Developing, implementing and evaluating academic and behavioral interventions.
d. Providing counseling and other mental health interventions.
e. Home, school, community collaboration: working with parents and community members.
f. Learning about, helping develop, or evaluating policy, practices and programs.
g. Participating in professional development activities.
h. Participating in individual or group supervision.
i. Learning about and using technology and information systems.
j. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

BRANDMAN University Chapman University System

SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Irvine Campus.

SCHOOL PSYCHOLOGY	X
EDUCATION ADMINISTRATION	
SCHOOL COUNSELING	X

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Anaheim Union High School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the “COMMISSION”).

I. RESPONSIBILITIES OF THE UNIVERSITY

A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.

B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.

C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.

C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.

G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.

B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:	UNIVERSITY CONTACT INFORMATION:
Anaheim Union High School District	Brandman University
501 N. Crescent Way	16355 Laguna Canyon Road
Anaheim, CA 92801	Irvine, CA 92618
Attn: Liliana Carrillo	Attn: School of Education, Dean
Phone: 714-999-3511	Fax: (800) 775-0128

D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.

F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Agreement.

G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

A. THE TERM of this Agreement shall be effective 07/01/2021 and shall continue in full force and effect through 07/01/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:	Signature:	
	Name:	Brad Jackson
	Title:	Assistant Superintendent, Human Resources
	Date:	

UNIVERSITY:	Signature:	
	Name:	Phillip L. Doolittle
	Title:	Executive Vice Chancellor of Finance and Administration and Chief Financial Officer
	Date:	

Appendix A
Definition of Internship

A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.

B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.

C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.

D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.

E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.

B. Provide opportunities for students to gain a broad range of experiences, including experiences in:

   a. Personal and career assessments
   b. Personal counseling experience in either an individual or group context
   c. Experience in School-based programs serving parents and family members
   d. Observing classroom instruction
   e. Attending district and school based meetings
   f. Mapping school-based community resources
   g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
   h. Participating in professional development activities.
   i. Participating in individual or group supervision.
   j. Learning about and using technology and information systems.
   k. Learning about Individual differences and student diversity.

C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.

B. Provide experiences with a diverse student population.

C. Provide experiences with a variety of educational programs.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

   a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
   b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
   c. Developing, implementing and evaluating academic and behavioral interventions.
   d. Providing counseling and other mental health interventions.
   e. Home, school, community collaboration: working with parents and community members.
   f. Learning about, helping develop, or evaluating policy, practices and programs.
   g. Participating in professional development activities.
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G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.

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School Administration Fieldwork:

A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.

C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.

D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.

F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

EXHIBIT AAAA

Research Subaward Agreement
Amendment

Pass-Through Entity (PTE)		Subrecipient
CSU Fullerton Auxiliary Services Corp	Entity Name	Anaheim Union High School District
1121 N. State College Boulevard Fullerton, CA 92831	Address including City, State, Zip+4 (Country, if non-US)	501 Crescent Way Anaheim, CA 92801
Dr. Jennifer Goldstein	Principal Investigator	Michael Matsuda
PTE Federal Award No: Stuart Foundation 2020-3218.2	Amendment No: 1	Federal Awarding Agency: n/a

Project Title: Leadership Education for Anaheim Union High School District (LEAD) Action Research

Subaward Period of Performance: Start Date: 8/1/2020 End Date: Jul 31, 2021	Amount Funded This Action: 0.00	Subaward No: S-7386-AUHSD
Effective Date of Amendment: 5/7/2021	Total Amount of Federal Funds Obligated to Date: 0.00	Subject to FFATA: ☐ Yes ☑ No

Amendment(s) to Original Terms and Conditions
This Amendment revises the above-referenced Research Subaward Agreement as follows:

Action:

This amendment revises the above referenced subaward as follows:

The Anaheim Union High School District subaward finalized December 17, 2020 is cancelled as of May 7, 2021. Due to the COVID19 pandemic, there has been no work or services provided under the subaward. As such, no payment is due.

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 Date	Name: Brad Jackson Date
Title: Executive Director	Title: Assistant Superintendent, Human Resources

DATE: April 30, 2021

TO: Michael B. Matsuda, Superintendent, Anaheim Union High School District

FROM: Nicole Savio Newfield, Administrator, Student Achievement and Wellness

SUBJECT: Williams Settlement Legislation 3rd Quarter Report

ORANGE COUNTY DEPARTMENT OF EDUCATION
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent of Schools

ORANGE COUNTY BOARD OF EDUCATION
MARI BARKE
REBECCA "BECKIE" GOMEZ
TIM SHAW
LISA SPARKS, PH.D.
KEN L. WILLIAMS, D.O.

I am pleased to provide the third quarter Williams Settlement Legislation report for the 2020-21 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during January, February, and March 2021. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

THIRD QUARTER REPORT

Instructional Materials Reviews

- Four remote reviews were conducted on January 4, 2021. Results are enclosed.

School Accountability Report Card

- In February 2021, all schools in deciles 1-3 were required to submit to OCDE the School Accountability Report Card (SARC) published in the 2020-21 school year. OCDE conducted a review to verify the accuracy of data reported on the SARC with respect to the sufficiency of instructional materials and the condition of facilities. SARC verification results are enclosed.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the second quarter.
- No complaints were filed in your district during the period of October through December 2020.

Upcoming Quarter

- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Joe Carmona, Director, Special Programs

Orange County Department of Education
Educational Services Division

Williams Settlement Legislation
3rd Quarter Report
Anaheim Union High School District
2020-21

INSTRUCTIONAL MATERIALS

Remote reviews of schools were conducted to determine the sufficiency of textbooks and instructional materials.[1]

School	Review Date	Administrator Verification of Sufficiency Received	Textbook/Instructional Materials Insufficiencies	Subject	Grade	Room	Materials Needed	Correction Date
Ball Junior High	January 4, 2021	November 2, 2020	NONE					
Magnolia High	January 4, 2021	November 9, 2020	NONE					
South Junior High	January 4, 2021	October 27, 2020	NONE					
Sycamore Junior High	January 4, 2021	October 27, 2020	NONE					

BOT 2

EXHIBIT BBB

[1]"Sufficient textbooks and instructional materials" means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.

Orange County Department of Education
Educational Services Division

Williams Settlement Legislation
3rd Quarter Report
Anaheim Union High School District
2020-21

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION

The SARCs published in 2020-21 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Ball Junior High	March 10, 2021	Yes	N/A	Yes	N/A
Magnolia High	March 10, 2021	Yes	N/A	Yes	N/A
South Junior High	March 10, 2021	Yes	N/A	Yes	N/A
Sycamore Junior High	March 10, 2021	Yes	N/A	Yes	N/A

BOT 3

Respectfully submitted,

Nicole Savio Newfield — 4/30/21

Nicole Savio Newfield, Administrator
Student Achievement and Wellness

Date

EXHIBIT BBBB

1. Resignations/Retirements, effective as noted:

Barrow, Andrew	Resignation	5/28/21
Bryson, Johnny	Resignation	6/30/21
Callaway, Katrina	Resignation	6/30/21
Castillo, Wendy	Resignation	6/30/21
Fickbohm, Robert	Resignation	5/28/21
Gardner, Melissa	Retirement	6/30/21
Henry, Stephanie	Resignation	5/21/21
Munoz, Jesus	Resignation	6/30/21
Viramontes, Eduardo	Resignation	6/30/21
Wilde, Stephanie	Resignation	5/28/21

2. Leaves of Absence:

Schuster, Grant, Dale Junior High School, to serve as President of Teachers United/ASTA, effective for the 2021-22 school year, with pay and with benefits. The cost reimbursement by ASTA at the long-term substitute rate of pay per Board Policy 6306.

3. Employment:

A. Teacher(s)/Probationary:

		Column	Step
Aguirre, Arielle	8/5/21	4	7
Atkinson, Dorothy	8/5/21	3	5
Benavente Velasquez, Marlon	8/5/21	3	4
Birchfield, Gayle	8/5/21	3	9
Calderon, Martin	8/5/21	3	5
Catolico, Shawn	8/5/21	3	5
Farr, Emily	8/5/21	3	8
Fry, Caralyn	8/5/21	4	3
Garcia, Juan	8/5/21	4	3
Gomez, Leslie	8/5/21	2	3
Hernandez, Sarah	8/5/21	2	4
Hoang, Vy	8/5/21	4	9
Hoggatt, Kristine	8/5/21	4	8
Kazerooni, Bijan	8/5/21	4	3
Le, Alison	8/5/21	4	3
Lenhoff, Jessica	8/5/21	4	1
Lingberg, Sarah	8/5/21	3	4
Lopez Alegre, Otto	8/5/21	3	3
Mendivil, Jessica	8/5/21	1	3
Motta, Alexa	8/5/21	4	1
Orona, Brandi	8/5/21	3	7
Pak, Emily	8/5/21	3	5
Park, Caroline	8/5/21	4	8
Peters, Joanna	8/5/21	4	10
Pham, Tony	8/5/21	2	3
Ramirez, William	8/5/21	3	4
Rochin, Richard	8/5/21	4	3
Sanchez, Xitlaly	8/5/21	4	3

Tenorio, Eric	8/5/21	4	4
Torres, Damian	8/5/21	1	2
Towle, Skyler	8/5/21	3	4
True, Daphne	8/5/21	3	2
Viveros, Erica	8/5/21	1	1
White, Angelita	8/5/21	4	4
Wilson, Nathanael	8/5/21	3	1
Yoon, Paul	8/5/21	4	3

B. Teacher(s)/Temporary:

		Column	Step
Abuhadwan, Mohammad	8/5/21	4	4
Cadenas Gomez, Nancy	8/5/21	3	2
Cisneros, Jaqueline	8/2/21	3	7
Cordon Perez, Kimberly	8/5/21	1	1
Drysol, Alexandra	8/5/21	2	3
Drew, Desiree	8/5/21	4	2
Duong, Tulinh	8/5/21	4	2
Esparza, Alexis	8/5/21	1	6
Garfias, Destiny	8/5/21	3	4
Geeredes, Ross	8/5/21	4	4
Ghareebo, Youjung	8/5/21	3	2
Gonzalez, Oscar	8/5/21	1	2
Grefe, Rachel	8/5/21	3	1
Hacker, Shannon	8/5/21	3	3
Herneandez, Abbigail	8/5/21	3	4
Hodgson, Stephanie	8/5/21	4	7
Hordyk, Mark	8/5/21	3	6
Humphreys, Wesley	8/5/21	1	1
Jones, Hollie	8/5/21	1	2
Lauder, Douglas	8/5/21	3	8
Lee, Walene	8/5/21	3	5
Lemus, Vashtty	8/5/21	2	3
Look, Kathryn	8/5/21	3	7
Lopez, Kenia	8/5/21	2	1
Martinez, Miguel	8/5/21	1	8
Massey, Heather	8/5/21	1	8
Mosier, Trey	8/5/21	2	2
Mousa, Lina	8/5/21	3	4
Ocampo, Fidel	8/5/21	3	3
Perez, Diana	8/5/21	2	3
Ramirez, Eduardo	8/5/21	4	9
Rosete, Jessica	8/5/21	1	1
Ruby, Christine	8/5/21	4	11
Scanland, Mackay	8/5/21	3	7
Schultz, Matthew	8/5/21	3	3
Song, Eunice	8/5/21	3	1
Srulevitch, Philip	8/5/21	3	2
Stenberg, Patrick	8/5/21	3	1
Tarango, Pablo	8/5/21	1	2
Tello, George	8/5/21	2	1
Thomas, Kyle	8/5/21	1	4

Traudt, Susan	8/5/21	4	9
Ulrich, Jonathan	8/5/21	4	9
Velazquez, Adele	8/5/21	2	2
Wai, Jeremiah	8/5/21	4	8
Wilk, Adam	8/5/21	3	1
Winterton, Tanya	8/5/21	3	7
Zelaya, Kevin	8/5/21	3	2
Zepeda, Sarah	8/5/21	1	9

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Campos, Christina	4/23/21
Chang, Hank	4/30/21
Freeman, Brian	4/16/21
Kough, Jamie	6/4/21
McDevitt-Dwyer, Trista	6/7/21
Peralta, Francine	4/8/21

D. Counselor(s)/Probationary:

		Column	Step
Marchant-Bouska, Brittany	7/21/21	2	2
Nelson, Blair	7/21/21	3	2
Ponce, Cindy	7/21/21	3	5

E. Counselor(s)/Temporary:

		Column	Step
Ambriz, Aurora	7/21/21	3	8
Anthony, Terese	7/21/21	3	2
Cobian, Jeanette	7/21/21	3	3
Coleman, Dionne	7/21/21	3	8
Emaguna, Isaih	7/21/21	3	2
Hale, Alyson	7/21/21	3	4
Hanna, Rasha	7/21/21	2	3
Lamb, Jason	7/21/21	1	1
Palma, Eder	7/21/21	3	1
Pena, Karen	7/21/21	2	2
Plummer, Brianna	7/21/21	3	2
Preciado, Brenda	7/21/21	3	3
Su, Jacklyn	7/21/21	2	1
Yu, Annie	7/21/21	3	2

F. Beginning Teacher Support and Assessment (BTSA)/Induction Specialists, on an if and as needed basis, to the following individuals to coordinate training and various phases of program evaluation, oversee induction participant credentialing, Peer Assistance Review (PAR), substitute training, and student teacher placement, effective 9/1/21 through 6/30/22. (BTSA Funds)

Schwartz, Billie $4,842.80/month, not to exceed $48,428

G. Assistant Principal(s), serving under California Education Code 44270:

		Column	Step
McAdams, Ashley Assistant Principal, Senior High School	7/1/21	22	1

H. Administrator Salary Placements/Temporary, effective as noted:

		Range	Step
Acevedo, Karla Psychologist	7/1/21	31	1
Campos, Kimberly Psychologist	7/1/21	31	2
Chaturanyakoon, Christina Psychologist	7/1/21	31	1
Lopez, Mark Psychologist	7/1/21	31	1
Mejia, Daysi Psychologist	7/1/21	31	2
Phabsomphou, Christina Psychologist	7/1/21	31	2

I. Administrator Salary Placements, effective as noted:

		Range	Step
Alexander, Nicole Psychologist	7/1/21	31	2
Bean, Amanda Director (Certificated)	7/1/21	35	5
Bernhard, Ann-Marie Assistant Principal, Junior High School	7/1/21	21	3
Brutus, David Assistant Principal, Senior High School	7/1/21	22	2
Choi, Lauren Assistant Principal, Junior High School	7/1/21	21	5
Covey, Brian Assistant Principal, Senior High School	7/1/21	22	2
Ku, Charles Program Administrator I	7/1/21	22	6

Lara, Jose Coordinator	7/1/21	25	1
Maguire, Christina Assistant Principal, Junior High School	7/1/21	21	3
Nichols, Britney Assistant Principal, Senior High School	7/1/21	22	2
Nguyen, Quoc Assistant Principal, Junior High School	7/1/21	21	6
Rasmussen, Carlee Assistant Principal, Junior High School	7/1/21	21	3
Reindl, Scott Coordinator	7/1/21	25	6
Ruelas, Ryan Assistant Principal, Senior High School	7/1/21	22	1
Saldaña, Joseph Interim Certificated Director	3/29/21	35	5

4. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2020-21, effective as noted: (General Funds)

Blackshear, Sherrita 3/15/21

B. California Speech-Language Pathology License Stipend, to be paid to the following individual(s), in the amount of $1,207, for an earned CA Speech-Language Pathology License, effective as noted:

Edson, Emily 8/5/21

C. Doctorate Stipend, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

McAdams, Ashley 7/19/21

D. District ELPAC Testers, to administer the individual student portion of the English Language Proficiency Assessment for California (ELPAC), on an as-needed basis, effective April 8, 2021, to be paid at the rate of $160 per day. (CARES/ESSER (Elementary and Secondary School Emergency Relief) Funds)

Peralta, Francine

E. Summer Program Administrator Stipend, for the following individual(s) who served as principal administrator for Summer Programs, June 1 through July 1, 2021, in the amount not to exceed $7,500 per person: (Expanded Learning Opportunity Grant)

Amancio, Gilberto
Bean, Amanda
Calleros, Ruben
Calvo, Angela
Cho, Esther
Gallegos, Zoila
Lara, Jose
Lundgren, Cynthia
Sasai, Jennifer
Santiago, Rafael
Sidhu, Seema
Stout, Lorena
Surfas, Michelle
Swans, Todd
Valdez, Vidal

F. Extended School Year (ESY) Administrator Stipend, for the following individual(s) who served as principal administrator of ESY, June 1 through July 1, 2021, at the total amount specified: (Expanded Learning Opportunity Grant)

Konrad, Alison	$3,070
Loch, Ryan	$4,430

G. AUHSD Summer Enrichment Programs, AUHSD Summer Enrichment Programs will provide engaging learning experiences to students across the District as a transition to in-person learning. The programs will be offered from June 7, 2021, through July 16, 2021, and vary in length. Teachers will be paid at the hourly rate of pay. (Expanded Learning Opportunity Grant)

Armstrong, Sandra
Batinga, Cherie
Brief, Seana
Brush, Cortnee
Chong, Kelly
Cordon-Perez, Kimberly
Cornelius, Jeffrey
Daddario, Sara
Derus, Jeffrey
Domingues, Scott
Eusebio, Julie
Garcia, Breysi
Gonzalez, Diana
Green, Elizabeth
Heck, Tracy
Hoganson, John
Hordyk, Mark
Izabel, Stacey
Jensen, Jenni
Kough, Jamie
Leang, Charlene
Lopez-Alegre, Otto
Manning, Sean
Miner, Deana
Nagel, Erin
Orana, Brandi
Ortiz, Jennifer
Park, John
Parsons, Joshua
Pontius, Jamie
Preciado, Bruno
Quiron, James
Ridley, Karen
Rochin, Richard
Rodriguez, Alfonso
Rotherham, Nicholas
Salazar, Jessica
Saldana, Reihle

Sanchez, Isaac	Taylor, Brett
Schultz, Angela	Torres, Ricardo
Sell, Jeremy	Urquidez, James
Shandy, Lisa	Urquidez, Jodi
Soqui-Lopez, Susana	Van Vooren, Melissa
Sporn, Dana	Weir, Tiffany
Sporn, David	

H. Work Based Learning Coordinator (WBLC) Stipend, for the following individual, a one-time payment in the total amount of $454.06, effective April 1, 2021. (LCFF Funds)

Rylaarsdam, Michael Oxford Academy

I. Cambridge Virtual Academy Junior High and High School Department Chair Stipends: to be paid for the 2020-21 school year to the following individual(s) as noted: (General Funds)

Ruelas, Ryan	$4064
Spencer, Kasey	$4064

J. Health Summer Program, to be paid to the following individual(s), at the hourly rate of pay of $47.12 per person. Hours will vary depending on the planned activities and will be in session from June 4, 2021, through July 1, 2021. (Expanded Learning Opportunity Grant)

Hayward, Shanda

K. Math Summer Program, to be paid to the following individual(s), at the hourly rate of pay of $47.12 per person. Hours will vary depending on the planned activities and will be in session from June 4, 2021, through July 1, 2021. (Expanded Learning Opportunity Grant)

Chavez, Rachelle
Kim, Joseph

L. Summer Arts Academy, to be paid to the following individual(s), at the hourly rate of pay of $47.12 per person. Hours will vary depending on the planned activities and will be in session from June 4, 2021, through July 1, 2021. (Expanded Learning Opportunity Grant)

Eisenbrey, Maile

M. Extended School Year (ESY), to be paid to the following individual(s), at the hourly rate of pay of $47.12 per person. Hours will vary depending on the planned activities and will be in session from June 2, 2021, through June 30, 2021. (Expanded Learning Opportunity Grant)

Biddle, Zulma

N. Summer Program Substitutes, to be paid to the following individual(s), at the daily substitute rate of $140 per person. Days will vary depending on the need at each school site and will be in session from June 2, 2021, through July 1, 2021. (Expanded Learning Opportunity Grant)

Dermody, Jennifer
Encheff, Toni
Gould, Christopher
Howe, Alison
Manliguis, Corey
Runcie, Romy
Silva, Pamela
Valle, Lilibeth
Varela, Elizabeth
Yescas, Sandra

O. Summer Junior High Intramural, to be paid to the following individual(s), at the hourly rate of pay of $47.12 per person. Hours will vary depending on the planned activities and will be in session from June 4, 2021, through July 1, 2021. (Expanded Learning Opportunity Grant)

Saldana, Reihle

P. Additional Work Days, for the 2021-22 school year, for the following certificated coordinator, with 25 additional days between August 2, 2021, through June 30, 2022, at their per diem rate of pay. (TUPE Funds)

Vicky Azevedo District TUPE Coordinator

5. 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
Calvo, Angela	21	2	4	9	8/5/21
Rayan, Fariada	3	3	4	4	8/5/21
Rotherham, Nicholas	2	4	3	5	8/5/21
Schultz, Matthew	3	3	3	5	1/4/21
Soukasrume, Robert	2	4	3	4	8/5/21
Velazquez, Adele	2	1	3	2	8/5/21

6. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Acosta, Brianna 6/1/21
Michelvillasenor, Kimberly 4/27/21

7. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Iniguez, Andy Basketball	$3,563	Season	3/1/21
Cypress			
Park, Jeffrey Swimming	$3,460	Season	3/1/21
Katella			
Bobadilla, Karen Cheer	$2,796.50	1st Semester	7/5/21
Bobadilla, Karen Cheer	$2,796.50	2nd Semester	1/3/22
Kennedy			
Hull, Brittany Cheer, Assistant	$1,399.50	2nd Semester	1/4/21
Lopez, Carlos Soccer, Asst./Lower Level	$1,561.50	Season	3/15/21
Panis, Aehjai Dan Tennis, Asst./Lower Level, Girls	$3,122	Season	3/1/21
Venta-Rodriguez, Raul Soccer, Asst./Lower Level, Boys	$1,561	Season	3/1/21
Magnolia			
Day, Jhaleh Basketball, Asst./Lower Level, Girls	$3,460	Season	3/1/21
Galang, Robenald Patrick Basketball, Asst./Lower Level, Girls	$3,460	Season	3/1/21
Hernandez Lombera, Desmond Softball, Asst./Lower Level	$3,460	Season	4/16/21
Jones Jr., Erland Cross Country	$3,442	Season	12/14/20
Vega Maciel, Roberto Color Guard	$2,810.50	Season	3/1/21
Oxford			
Lopez, Robert Tennis, Assistant	$3,563	Season	3/1/21

Mack, Jenna Basketball, Assistant	$3,460	Season	3/30/21
<u>Savanna</u>			
Cauich, Luis Soccer, Asst./Lower Level	$3,122	Season	3/1/21
Lomeli, Greg Tennis, Asst./Lower Level	$3,122	Season	3/1/21
Mejia, Vanessa Soccer, Asst./Lower Level	$3,122	Season	3/1/21
<u>Western</u>			
Ochoa, Alex Soccer, Asst./Lower Level, Boys	$3,122	Season	3/1/21

1. **Retirements/Resignations/Terminations, effective as noted:**

	Location:	**Effective**
Armenta, Amber Instructional Assistant – Behavioral Support	South Jr. High School	05/27/2021
Atuatasi, Faapito Campus Safety Aide	South Jr. High School	05/27/2021
Burns, Phillip Sous Chef	Food Service Department	06/09/2021
Correa, Patricia Instructional Assistant - Bilingual	Western High School	05/27/2021
Darrington, Charles Personnel Commissioner	Human Resources Department	05/18/2021
Drake, Howard Custodian	Savanna High School	05/21/2021
Ezell, Travis Campus Safety Aide	Anaheim High School	05/14/2021
Gaeta, Diana Director of Risk Management & Insurance	Risk Management Department	05/28/2021
Guillen, Heather Licensed Vocational Nurse	Katella High School	05/28/2021
Johnson, Christopher Technology Services Technician	South Jr. High School	05/28/2021
Perry, Jennifer Instructional Assistant – Specialized Academic Instruction	Dale Jr. High School	05/25/2021
Rangel, Gerardo Office Assistant - Bilingual	Katella High School	05/27/2021
Trujillo, Gloria Food Service Assistant I	Food Service Department	04/20/2021
Vasquez, Melia Instructional Assistant – Adult Transition	Magnolia High School	05/21/2021
Velazquez, Patricia Administrative Assistant	Education Division	06/01/2021

2. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Benavides, Christina Family and Community Engagement Specialist	56/04	06/08/2021
Kim, Angela Instructional Assistant – Bilingual (Korean)	47/01	05/03/2021
Mattina, Shalini Art Designer	65/03	06/23/2021
Promotions:		
Saucedo, Nancy Assessment and Evaluation Technician	62/07	06/07/2021
Substitute Employees:		
Christensen, Cailey Substitute Human Resources Technician	57/01	05/24/2021
Mar Huerta, Maria Substitute Bus Driver	55/01	08/05/2021
Ochoa, Adrien Substitute Bus Driver	55/01	06/04/2021
Pasillas, Gabriel Substitute Technology Services Technician	58/01	05/17/2021
Portela, Amanda Substitute Bus Driver	55/01	05/26/2021
Sampson, Michelle Substitute Office Assistant	43/01	04/29/2021
Santana, Ricardo Substitute Instructional Assistant – Specialized Academic Instruction	43/01	05/03/2021
Velesco-Iglesias, Magali Substitute Instructional Assistant – Specialized Academic Instruction	43/01	05/11/2021

3. **Summer Employment other than Extended School Year, effective as noted:**

	Range/Step	**Effective:**
Arcos, Marco Instructional Assistant – Specialized Academic Instruction	43/10	07/26/2021
Arias, Elva Secretary - Attendance	53/10	07/26/2021
Brewer, David Campus Safety Aide	41/06	07/26/2021
Hall, Candice Licensed Vocational Nurse	55/10	06/03/2021
Hocutt, Alison Speech Language Pathology Assistant	57/06	06/03/2021
Huttner, Heather Licensed Vocational Nurse	55/10	06/03/2021
Leon, Raquel Office Assistant	41/08	07/26/2021
Lopez, Juan Campus Safety Aide	41/01	06/02/2021
Real, Jeannette Job Developer	55/10	06/01/2021
Steinbrick, Gail Job Developer	55/10	06/01/2021
Sutherland, Peggy Health Services Technician	51/10	07/22/2021
Vazquez, Stephanie Campus Safety Aide	41/08	07/26/2021

4. **Stipends:**

Summer Junior High Intramural, to be paid to the following individual(s), at stipend amount of $2,500 per person. Hours will vary depending on the planned activities and will be in session from June 4, 2021, through July 1, 2021. (Expanded Learning Opportunity Grant)

Gonzalez, Aaron
Reyes, Gerardo

SECOND ADDENDUM TO AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND MICHAEL MATSUDA

WHEREAS, on June 18, 2020, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an addendum to the May 7, 2019 agreement for employment of superintendent (Employment Agreement) to employ Michael Matsuda as Superintendent of the District, among other things, extending the period of employment to end on June 30, 2024; and

WHEREAS, the Board desires to extend the period of employment of Michael Matsuda by one year subject to the terms and conditions set forth in the Employment Agreement, as amended on June 18, 2020; and

WHEREAS, the parties desire to update the salary and tax sheltered annuity provisions for the Superintendent effective July 1, 2020.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, as amended on June 18, 2020, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending on June 30, 2025.

2. The Salary set forth in Section 3 of the Employment Agreement shall be Two Hundred Eighty-Four Thousand Six Hundred Forty-Four Dollars ($284,644.00) retroactive to July 1, 2020. The remainder of Section 3 shall remain unchanged.

3. The Tax Sheltered Annuity amount set forth in Section 11.h of the Employment Agreement shall be Three Thousand Six Hundred Fourteen Dollars ($3,614.00) retroactive to July 1, 2020. The remainder of Section 11 shall remain unchanged.

4. All other terms and conditions of the Employment Agreement, as amended on June 18, 2020, shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on May 6, 2021.

Approval:

By: Anna Piercy
Anna Piercy (May 11, 2021 11:36 PDT)

Anna L. Piercy
President, Board of Trustees

May 11, 2021
Date

Acceptance:

I hereby accept this addendum to the agreement for employment of superintendent dated May 7, 2019, as amended on June 18, 2020, and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Superintendent of the Anaheim Union High School District.

By: Michael Matsuda (May 11, 2021 14:45 PDT) May 11, 2021

Michael Matsuda Date

SECOND ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND JARON FRIED, Ed.D.

WHEREAS, on June 18, 2020, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an addendum to the May 7, 2019 employment agreement (Employment Agreement) to employ Jaron Fried, Ed.D. as the Assistant Superintendent, Education of the District, among other things, extending the period of employment to end on June 30, 2024; and

WHEREAS, the Board desires to extend the period of employment of Jaron Fried, Ed.D. by one year subject to the terms and conditions set forth in the Employment Agreement, as amended on June 18, 2020; and

WHEREAS, the parties desire to update the salary and tax sheltered annuity provisions for the Assistant Superintendent, Education effective July 1, 2020.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, as amended on June 18, 2020, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending on June 30, 2025.

2. The Salary set forth in Section 3 of the Employment Agreement shall be Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars ($215,890.00) retroactive to July 1, 2020. The remainder of Section 3 shall remain unchanged.

3. The Tax Sheltered Annuity amount set forth in Section 6.b of the Employment Agreement shall be Three Thousand Six Hundred Fourteen Dollars ($3,614.00) retroactive to July 1, 2020. The remainder of Section 6 shall remain unchanged.

4. All other terms and conditions of the Employment Agreement, as amended on June 18, 2020, shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on May 6, 2021.

Approval:

By: Anna Piercy
Anna Piercy (May 11, 2021 11:36 PDT)
Anna L. Piercy
President, Board of Trustees

May 11, 2021
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated May 7, 2019, as amended on June 18, 2020, and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Education of the Anaheim Union High School District.

By: Jaron Fried (May 11, 2021 16:50 PDT)
Jaron Fried, Ed.D.

May 11, 2021
Date

SECOND ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND MANUEL COLÓN

WHEREAS, on June 18, 2020, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an addendum to the May 7, 2019 employment agreement (Employment Agreement) to employ Manuel Colón as the Chief Academic Officer of the District, among other things, extending the period of employment to end on June 30, 2024; and

WHEREAS, the Board desires to extend the period of employment of Manuel Colón by one year subject to the terms and conditions set forth in the Employment Agreement, as amended on June 18, 2020; and

WHEREAS, the parties desire to update the salary and tax sheltered annuity provisions for the Chief Academic Officer effective July 1, 2020.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, as amended on June 18, 2020, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending on June 30, 2025.

2. The Salary set forth in Section 3 of the Employment Agreement shall be Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars ($215,890.00) retroactive to July 1, 2020. The remainder of Section 3 shall remain unchanged.

3. The Tax Sheltered Annuity amount set forth in Section 6.b of the Employment Agreement shall be Three Thousand Six Hundred Fourteen Dollars ($3,614.00) retroactive to July 1, 2020. The remainder of Section 6 shall remain unchanged.

4. All other terms and conditions of the Employment Agreement, as amended on June 18, 2020, shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on May 6, 2021.

Approval:

By: Anna Piercy
Anna Piercy (May 11, 2021 11:45 PDT)

Anna L. Piercy
President, Board of Trustees

May 11, 2021
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated May 7, 2019, as amended on June 18, 2020, and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Chief Academic Officer of the Anaheim Union High School District.

By: Manuel Colon (May 11, 2021 11:40 PDT)
Manuel Colón

May 11, 2021
Date

SECOND ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND BRAD JACKSON

WHEREAS, on June 18, 2020, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an addendum to the May 7, 2019 employment agreement (Employment Agreement) to employ Brad Jackson as the Assistant Superintendent, Human Resources of the District, among other things, extending the period of employment to end on June 30, 2024; and

WHEREAS, the Board desires to extend the period of employment of Brad Jackson by one year subject to the terms and conditions set forth in the Employment Agreement, as amended on June 18, 2020; and

WHEREAS, the parties desire to update the salary and tax sheltered annuity provisions for the Assistant Superintendent, Human Resources effective July 1, 2020.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, as amended on June 18, 2020, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending on June 30, 2025.

2. The Salary set forth in Section 3 of the Employment Agreement shall be Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars ($215,890.00) retroactive to July 1, 2020. The remainder of Section 3 shall remain unchanged.

3. The Tax Sheltered Annuity amount set forth in Section 6.b of the Employment Agreement shall be Three Thousand Six Hundred Fourteen Dollars ($3,614.00) retroactive to July 1, 2020. The remainder of Section 6 shall remain unchanged.

4. All other terms and conditions of the Employment Agreement, as amended on June 18, 2020, shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on May 6, 2021.

Approval:

By: Anna Piercy
Anna Piercy (May 11, 2021 11:20 PDT)
Anna L. Piercy
President, Board of Trustees

May 11, 2021
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated May 7, 2019, as amended on June 18, 2020, and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Human Resources of the Anaheim Union High School District.

By: Brad Jackson (May 12, 2021 16:15 PDT)
Brad Jackson

May 12, 2021
Date

SECOND ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND KARL H. WIDELL

WHEREAS, on June 18, 2020, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an addendum to the May 7, 2019 employment agreement (Employment Agreement) to employ Karl H. Widell as Counsel of the District, among other things, extending the period of employment to end on June 30, 2024; and

WHEREAS, the Board desires to extend the period of employment of Karl H. Widell by one year subject to the terms and conditions set forth in the Employment Agreement, as amended on June 18, 2020; and

WHEREAS, the parties desire to update the salary and tax sheltered annuity provisions for Counsel effective July 1, 2020.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, as amended on June 18, 2020, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending on June 30, 2025.

2. The Salary set forth in Section 3 of the Employment Agreement shall be Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars ($215,890.00) retroactive to July 1, 2020. The remainder of Section 3 shall remain unchanged.

3. The Tax Sheltered Annuity amount set forth in Section 6.b of the Employment Agreement shall be Three Thousand Six Hundred Fourteen Dollars ($3,614.00) retroactive to July 1, 2020. The remainder of Section 6 shall remain unchanged.

4. All other terms and conditions of the Employment Agreement, as amended on June 18, 2020, shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on May 6, 2021.

Approval:

By: Anna Piercy
Anna Piercy (May 11, 2021 11:30 PDT)

Anna L. Piercy
President, Board of Trustees

May 11, 2021
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated May 7, 2019, as amended on June 18, 2020, and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Counsel of the Anaheim Union High School District.

By: Karl Widell
Karl H. Widell

May 11, 2021
Date

ADDENDUM TO EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND NANCY C. NIEN, Ph.D.

WHEREAS, on November 19, 2020, the Board of Trustees (Board) of the Anaheim Union High School District (District) approved an employment agreement (Employment Agreement) to employ Nancy C. Nien, Ph.D. as the Assistant Superintendent, Business of the District for a period commencing December 21, 2020 and ending June 30, 2024; and

WHEREAS, the Board desires to extend the period of employment of Nancy C. Nien, Ph.D. by one year subject to the terms and conditions set forth in the Employment Agreement; and

WHEREAS, the parties desire to update the salary and tax sheltered annuity provisions for the Assistant Superintendent, Business effective December 21, 2020.

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein and in the Employment Agreement, the parties hereto agree as follows:

1. The Term set forth in Section 2 of the Employment Agreement shall be extended by one year, ending June 30, 2025.

2. The Salary set forth in Section 3 of the Employment Agreement shall be Two Hundred Fifteen Thousand Eight Hundred Ninety Dollars ($215,890.00) retroactive to December 21, 2020. The remainder of Section 3 shall remain unchanged.

3. The Tax Sheltered Annuity amount set forth in Section 6.b of the Employment Agreement shall be Three Thousand Six Hundred Fourteen Dollars ($3,614.00) retroactive to December 21, 2020. The remainder of Section 6 shall remain unchanged.

4. All other terms and conditions of the Employment Agreement shall remain unchanged and in full force and effect.

Approved by the Board of Trustees of the Anaheim Union High School District at its Regular Meeting held on May 6, 2021.

Approval:

By: Anna Piercy
Anna Piercy (May 11, 2021 11:30 PDT)

Anna L. Piercy
President, Board of Trustees

May 11, 2021
Date

Acceptance:

I hereby accept this addendum to the employment agreement dated November 19, 2020 and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Business of the Anaheim Union High School District.

By: Nancy C. Nien (May 11, 2021 11:24 PDT)
Nancy C. Nien, Ph.D.

May 11, 2021
Date

EXHIBIT KKKK

DWK
DANNIS WOLIVER KELLEY
Attorneys at Law

SUE ANN SALMON EVANS
Attorney at Law
sevans@DWKesq.com

Long Beach

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FAX 916.978.4039

BERKELEY
2087 Addison Street
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Berkeley, CA 94704
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May 11, 2021

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

Re: 2021-22 Agreement for Professional Services

Dear Mr. Matsuda:

In the more than four decades we have been providing legal advice and counseling services to California school and community college districts, we have never felt more honored to be your partner over this last year in achieving your mission – in the face of extraordinary challenges - to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We remain your steadfast allies and will support you with our full range of expertise to adapt, pivot and adjust to whatever the impending "new normal" may be in order to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for 2021-2022. In light of the economic uncertainty confronting us all, no changes have been made to the billing ranges. Individual attorney hourly rates, however, may be adjusted within the existing ranges.

We will continue to offer the Anaheim Union High School District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Best regards,
DANNIS WOLIVER KELLEY

Sue Ann Salmon Evans
SASE:sdf
cc: Karl H. Widell, General Counsel

EXHIBIT KKKK

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 11, 2021, by and between the Anaheim Union High School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars ($265) to three hundred sixty dollars ($360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to two hundred ninety-five dollars ($295) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred sixty dollars ($260) per hour for Associates; and one hundred thirty dollars ($130) to one hundred eighty dollars ($180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars ($425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of $1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

ANAHEIM UNION HIGH SCHOOL DISTRICT

_____ _____

Michael Matsuda
Superintendent

Date

DANNIS WOLIVER KELLEY



_____ May 11, 2021

Sue Ann Salmon Evans
Attorney at Law

Date

At its public meeting of_____, 2021, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

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, April 8, 2021

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Piercy called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:02 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Exhibit Z, replace page 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 Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:04 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 6:05 p.m.

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

Student Representative to the Board of Trustees Elizabeth Ochei led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 ***Closed Session Report***

Board Clerk Smith reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

5.3.2 No reportable action taken regarding unrepresented employee negotiations.

5.3.3 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2021010164, resolving all issues in student's due process complaint by amending student's IEP, conducting assessments, providing compensatory services, and providing other reimbursements in the amount of $9,500.

5.3.4 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2021010585, resolving all issues in student's due process complaint by reimbursing tuition and mileage, funding compensatory services, agreeing to assess, and providing other reimbursements in the amount of $9,995.

5.3.5 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2021020267, resolving all issues in student's due process complaint by amending student's IEP, conducting assessments, providing compensatory services, and providing other reimbursements in the amount of $8,500.

5.3.6 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2020110289, resolving all issues in student's due process complaint by providing assessments, a compensatory education fund, and $7,250 in reimbursements.

5.3.7 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2021010609, resolving all issues in student's due process complaint by amending student's IEP, conducting assessments, funding compensatory education, and providing $9,500 in reimbursements.

5.3.8 No reportable action taken regarding negotiations.

5.3.9 No reportable action taken regarding personnel.

5.3.10 The Board of Trustees unanimously voted to accept the agreement with employee HR-2020-21-139.

5.3.11 The Board of Trustees unanimously voted to demote employee HR-2020-21-140.

5.3.12 The Board of Trustees unanimously voted to make the following appointments:

Gilbert Amancio, principal, Brookhurst Junior High School
Yolanda Mejia, principal, South Junior High School

Gilbert Amancio thanked the Board and Cabinet for the opportunity, the Brookhurst Junior High School community, as well as thanked his family for the support.

Yolanda Mejia reflected on her time at AUHSD. She thanked Robert Saldivar, Anaheim High School principal, for his mentorship, as well as her family. Additionally, she expressed she is excited to continue the work Principal Romero has accomplished at South Junior High School.

6. INTRODUCTION OF GUESTS

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready with unlimited opportunities for the 21st century.

7. RECOGNITIONS

7.1 ***Donations***

The Board of Trustees recognized the following individuals for the generous donation to the District.

Mr. Assanassios Moussa and Mrs. Catherine Marks	$21,000-Purchase of Scoreboard and additional campus needs	Savanna High School

7.2 ***Anaheim Union High School District Teachers of the Year***

The Board of Trustees recognized teachers of the year, Mallory Heida, Paola Rosenberg, and Katrina Mundy, who were among the 20 teachers identified as the Anaheim Union High School District's Teachers of the Year for 2020-21. They have been selected to represent the District in the Orange County Teachers of the Year Program.

7.3 ***Kindness Matters Awards***

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees honored the following individuals:

Jeanne Beckett	Teacher	Oxford Academy
Haydee Berber	Language Testing Assistant	English Learner Office
Veronica Cabrera	Language Testing Assistant	English Learner Office
Sophia Chicas	Student, President Kindness Club	Walker Junior High School
Kyle Cleveland	Pastor	Saddleback Church
Betty Dalke	Retired Secretary	Savanna High School
Erin Doherty	Teacher	Cypress High School
Sean Griffin	Teacher, Department Chair	Dale Junior High School
Daniel Henderson	Small Groups Pastor	Vineyard Church
Samantha Hernandez	Student	Katella High School
Christina Hipolito	Student	Magnolia High School
Sharon Hughes	Lead Counselor	Cypress High School
Raquel Lizarraga-Miralda	Language Testing Assistant	English Learner Office
Lana MacKenzie	Psychologist	Western High School
Catherine Marks	Parent	Savanna High School
Assanassios Moussa	Parent	Savanna High School

Edgar Munoz	Home Depot Manager	Stanton
Elizabeth Ochei	Student, choir president	Kennedy High School
Maria Oliva	Parent Volunteer, Executive Parent Ambassador	Savanna High School
Robert Pacheco	Community Member	Next Door App
Julieanne Reall	Teacher	Anaheim High School
Nataly Rodarte	Student, PAL Vice President	South Junior High School
Jennifer Sasai	Assistant Principal	Walker Junior High School
Jason Starkman	State Farm Insurance Agent	Insurance Agency
John Thomas	Senior Pastor	Mariner's Church
Henry Urbina	Instructional Assistant	Gilbert High School
Vidal Valdez	Assistant Principal	Anaheim High School
Cree Vang	Pastor	Mariner's Church
Hitalo Valladares	Pastor	River Church
Alejandra Vergara	Parent Ambassador	Savanna High School
Linda Wong	Band Boosters Board	Oxford Academy

8. REPORTS

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

Elizabeth Ochei, student representative to the Board of Trustees, reported on student activities throughout the District.

8.2 ***Reports of Associations***

Karl Widell, District counsel, communicated on behalf of ASTA that members are working towards expanding learning cohorts as more staff are able to get vaccinated. In addition, staff is working with students on campuses and looking forward to a full reopening in August.

Jackie Brock, CSEA president, expressed concerns regarding the new position of Executive Director, Fiscal Services, as well as relayed that classified staff feels they are not being treated fairly, as they were asked to come back to work in the office when other employees still have the option to continue to work remotely.

Sylvia Onopa, APGA co-president, reported that counselors are providing academic, social, and emotional support to the students and families.

Hilda Vazquez, ALTA president, communicated that school sites have resumed sporting and VAPA events for students, as well as continue providing learning opportunities with civic engagement, crisis response, and mental health workshops.

8.3 ***Parent Teacher Student Association (PTSA) Reports***

There was no report.

9. **PRESENTATION**

9.1 ***Design-Build Solar Photovoltaic (PV) System, Power Purchase Agreement-PFMG Solar, LLC***

Background Information:
The District issued RFP #2020-07 inviting firms to submit qualifications and proposals in support of the District's endeavor to maximize energy savings and efficiency by the use of solar technology. The Board of Trustees subsequently authorized the process and negotiations to procure a contract for energy conservation services pursuant to Government Code Section 4217.10 et seq., for a Districtwide design-build solar photovoltaic (PV) system. After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of PFMG Solar, LLC (PFMG) as the solar provider based on the fact it achieved the highest best value score pursuant to the criteria set forth in in the request for proposals (RFP).

Current Consideration:
The Board of Trustees received a presentation from Cumming's Energy and Sustainability Division regarding the District's Design-Build Solar Photovoltaic (PV) System, Power Purchase Agreement with PFMG Solar, LLC.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board of Trustees received the information.

ITEM OF BUSINESS

11.9 ***Design-Build Solar Photovoltaic (PV) System, Power Purchase Agreement-RFP #2020-07, PFMG Solar, LLC***

Background Information:
The District issued RFP #2020-07 inviting firms to submit qualifications and proposals in support of the District's endeavor to maximize energy savings and efficiency by the use of solar technology. The Board of Trustees subsequently authorized the process and negotiations to procure a contract for energy conservation services pursuant to Government Code Section 4217.10 et seq., for a Districtwide design-build solar photovoltaic (PV) system.

Current Consideration:
After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of PFMG Solar, LLC (PFMG) as the solar provider based on the fact it achieved the highest best value score pursuant to the criteria set forth in in the request for proposals (RFP). With the assistance of the District's legal counsel, staff proceeded to negotiate the Power Purchase Agreement (PPA) with PFMG.

Budget Implication:
There are no construction related costs incurred as the District is contracting with PFMG via a PPA. This project will provide a net financial benefit to the District's budget on an annual basis. The cost of construction will be paid for monthly, by purchasing units of energy from

PFMG, at a rate of $.1224 per kWh, over a period of 20 years. The units of energy purchased from PFMG are cheaper than those provided by SCE and APU electric utility providers, and as a byproduct, the District's utility cost will decrease from current levels, which in turn will produce a positive budget impact. The District's utility savings will be in excess of $14.1 million over the 20 year life of the project.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the PPA agreement with PFMG. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

PRESENTATION

9.2 ***School Dismissal and Distance Learning***

Background Information:
On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the District ultimately closed physical school sites for students through the end of the 2019-20 year. On July 16, 2020, the Board of Trustees, following review and analysis of local data and information, unanimously passed and adopted Resolution No. 2020/21-BOT-02, approving a full virtual/distance learning instructional model, where students are not on campus, to start the 2020-21 year. The following day, the Governor confirmed that Orange County schools would be required to start the school year in distance learning. Since March 13, 2020, and throughout the pandemic, District administrators, faculty, and staff have been developing, implementing, as well as constantly improving a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19. District staff has also worked to meet the needs of the community in other ways, including distribution of meals and technology, among other things.

Current Consideration:
District staff members provided an update on the District's efforts in response to school dismissal and distance learning resulting from the COVID-19 pandemic.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

10. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

10.1 Jimmy Fuller, community member, stated he is disappointed that there is not an in-person option for students and asked the Board to include parents in the planning process for Fall 2021.

10.2 Kimlan Choi, community member, urged the District to offer a full-time traditional school schedule as an option for the 2021-22 year.

10.3 Erika, District parent, disagreed with last month's decision not to bring students back to

campus to finish the school year and expressed concerns about her high school students.

10.4 Anonymous, disagreed with last month's decision not to bring students back to campus to finish the school year. In addition, voiced that AUHSD needs to be transparent with their reopening plans and clearly communicate their intentions.

10.5 Donna Sipl, District parent, disagreed with the decision not to bring students back to campus to finish the school year.

10.6 Jennifer A., District parent, disagreed with last month's decision not to bring students back to campus to finish the school year and is concerned about students with special needs.

10.7 Stacey King, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year and voiced concerns about her daughter's mental health.

10.8 Jackie Mina, District parent, asked the Board to consider an amendment to the learning pods to include students with special needs at Hope School.

10.9 Tracy Ahue, District parent, said AUHSD needs to communicate a more concrete plan that allows students to attend in person five days a week.

10.10 Anonymous District Parent disagreed with last month's decision not to bring students back to campus to finish the school year.

10.11 Jessica Henson, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year and objected to a raise for the Superintendent.

10.12 Anonymous District parent, disagreed with last month's decision not to bring students back to campus to finish the school year and opposed the raise for the Superintendent.

10.13 AUHSD Families, urged the District to open schools and stated that the latest communication that was released from Superintendent Matsuda regarding Fall opening did not leave parents feeling that there is a firm commitment to return to full five day in-person instruction in August.

10.14 Wendy Wheeler, community member, disagreed with last month's decision not to bring students back to campus to finish the school year and objects to any raises, stating this is not the time to reward anyone when schools have not reopened.

10.15 Anonymous, disagreed with last month's decision not to bring students back to campus to finish the school year.

10.16 Mary Stewart, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year, as well as objects to a raise for the Superintendent stating that money should be spent on getting students back in class full-time.

10.17 Irene, community member, voiced her opposition to a raise for the Superintendent, mandatory vaccines, and a hybrid schedule.

10.18 Seanna Riggins, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year and objects to any raises at this time.

10.19 Fotinia Ferguson, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year.

10.20 Gretchen Lindner, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year.

10.21 Kelly Engels, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year and stated the District should not make empty promises for the 2021-22 return to schools.

10.22 Anonymous District Parent, shared concerns regarding the comments being made about next year's reopening plans and asked that the District be transparent with its plans.

10.23 Rachel French, District alumni, disagreed with last month's decision not to bring students back to campus to finish the school year and advised the District commit to a full reopening of maskless schooling for the 2021-22 year.

10.24 Joy Harper, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year and opposed a hybrid model.

10.25 Ryan Clock, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year.

10.26 Cathy Lee Shin, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year.

10.27 Paul Shin, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year.

10.28 Jennifer Arnold, District parent, disagreed with last month's decision not to bring students back to campus to finish the school year.

11. ITEMS OF BUSINESS

EDUCATIONAL SERVICES

11.1 ***School-Sponsored Student Organization***

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 school submitted a school-sponsored student organization application:

Choir, Ball Junior High School

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

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization application.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

RESOLUTIONS

11.2 ***Public Hearing, Temporary Interfund Transfer***

Background Information:
The Board of Trustees was requested to open a public hearing on the 2021-22 Temporary Interfund Transfer resolution. The 2021-22 State Budget adds Section 42603.1 to the Education Code, which provides additional flexibility related to interfund borrowing. For the 2020-21 and 2021-22 fiscal year, if the State budget identifies cash deferrals, up to 85 percent of the money in any fund can be temporarily transferred to another fund for cash flow purposes. This is an increase from the normal limitation of 75 percent. Although this has not been required by statute in the past to approve temporary interfund borrowing, a public hearing is required to be held before the Board adopts the resolution.

Current Consideration:
The Board was required to hold this public hearing before this resolution can be adopted.

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 2021-22 Temporary Interfund Transfer resolution.

President Piercy opened the public hearing at 8:56 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 8:56 p.m.

11.3 ***Resolution No. 2020/21-B-16, Temporary Interfund Transfer***

Background Information:
In the past as part of the State's solution to its own cash flow or budgetary problems, the State deferred the payment of principal apportionment to school districts from the year in which it is normally received, to the following year. While cash flow needs are not anticipated for 2021-22, cash low points can occur during the year, which may need to be covered temporarily.

Current Consideration:
The 2020-21 State Budget added Section 42603.1 to the Education Code, which increases the normal limitation of the money in any fund that can be temporarily transferred to another fund for cash flow purposes from 75 percent to 85 percent. This resolution will provide as much flexibility as possible for 2021-22 within the District's cash resources. It will allow for temporary interfund cash transfers between the General Fund, Capital Project

Funds, Building Fund, Special Reserve Fund for Capital Outlay Projects, Cafeteria Special Revenue Fund, Self-Insurance Funds, and Deferred Maintenance Fund.

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. 2020/21-B-16. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.4 ***Resolution No. 2020/21-B-17, Interest Income and Investment Administration Fees Special Reserve Fund (4040)***

Background Information:
The District earns interest income and is charged an investment administration fee on all District funds held by the County Treasury. Interest earnings and the administration fee should stay in each fund that earns it. Currently the interest earnings and administration fee for the Special Reserve Fund (4040) are going to the General Fund (0101).

Current Consideration:
This resolution will allow the County Treasury to direct the interest earnings and the administration fee to the Special Reserve Fund (4040) that are currently being allocated to the General Fund (0101).

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. 2020/21-B-17. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.5 ***Resolution No. 2020/21-E-19, State Seal of Civic Engagement***

Background Information:
In October 2017, then-Governor Jerry Brown signed Assembly Bill 24 into law, which requires criteria for awarding a State Seal of Civic Engagement (SSCE) to pupils who have demonstrated excellence in civics education and participation and an understanding of the United States Constitution, the California Constitution, and the democratic system of government. The law also requires the consideration, among other criteria, the successful completion of history, government, and civics courses, including courses that incorporate character education and voluntary participation in community service or extracurricular activities.

A hallmark of the SSCE is its accessibility to all students, regardless of their backgrounds, communities, and experiences. This includes taking into consideration how local education agencies (LEAs) can support California's most underserved students in earning the seal in ways that may not always mirror traditional student paths to civic engagement and learning. As civic engagement may look different from community to community, the CDE encourages LEAs to work with local and statewide organizations to develop local criteria and

to design and implement impactful civic engagement programs and pathways that reflect community interests, needs, and resources.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2020/21-E-19, State Seal of Civic Engagement. This will provide an opportunity to inform parents, guardians, and the community of the District's support and the efforts being made to assist students in obtaining the SSCE.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-E-19. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.6 ***Resolution No. 2020/21-HR-04, Day of the Teacher***

Background Information:
California's Day of the Teacher was established in 1982 to recognize teachers for their hard work in preparing students for success in the future. California's future success depends on these students. Anaheim Union High School District teachers work in public education to build a better California.

Current Consideration:
Resolution No. 2020/21-HR-04 declares May 4, 2021, Day of the Teacher. Teachers will be recognized for their dedication and hard work in preparing our students for success in the future.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-HR-04. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.7 ***Resolution No. 2020/21-HR-05, National School Nurse Day***

Background Information:
National School Nurse Day was established to foster a better understanding of the role of school nurses in the educational setting. The District recognizes that school nurses provide critical services to students and staff and National School Nurse Day accentuates the school nurse's vital role in promoting wellness now to ensure healthy futures.

Current Consideration:
Resolution No. 2020/21-HR-05 declares May 12, 2021, National School Nurse Day. The Board will recognize the contributions that school nurses make every day to improve the health and success of our Nation's children.

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. 2020/21-HR-05. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.8 ***Resolution No. 2020/21-BOT-13, Condemning Hate Against Asian Americans and Pacific Islanders***

Background Information:
Racism and prejudice toward Asian Americans and Pacific Islanders are not new to the United States or Orange County. Nationally, Asian Americans experienced the "Yellow Peril," the Chinese Exclusion Act, and the internment of Japanese Americans during World War II. Locally, Thien Mien Ly, a Tustin High School graduate, was brutally murdered in 1996, stabbed more than 30 times. Kenny Chiu, a 17 year old Laguna Hills High School student whose family was targeted by their neighbor with racial slurs and name calling, was murdered, stabbed more than 20 times in his driveway.

Current Consideration:
Twenty-three million Asian Americans and Pacific Islanders account for seven percent of the population in the United States, and Orange County has the third largest Asian American and Pacific Islander population in the nation. Since January 2020, there has been a dramatic increase in reports of hate crimes and incidents against those of Asian descent, with nearly 3,000 reported cases of anti-Asian discrimination related to COVID-19 between March 19, 2020, and December 31, 2020, according to one report. California represents 45 percent of the Asian hate reported, and according to Orange County Human Relations, hate against Asians in Orange County during 2020 increased 10-fold. During this time, Asian American and Pacific Islander youth under 20 years old made up roughly 14 percent of hate crime victims. Through this resolution, the Board of Trustees of the Anaheim Union High School District condemns and denounces any and all anti-Asian and Pacific Islander sentiment in any form, and condemns all manifestations of expressions of racism, and anti-Asian and Pacific Islander or ethnic intolerance.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Jabbar and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-BOT-13. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

11.9 This item was moved forward in the agenda.

11.10 ***Revised Board Policy 5408 (3555), Nutrition Program Compliance, First Reading***

Background Information:
In 2018-19, the Business Services Division began the process of revising and updating

many of the board policies due to the requirements of Universal Grant Guidance. Policies were updated using the policies developed by the California School Boards Association (CSBA). Since these initial revisions, the Division has begun reviewing all of the policies completed by CSBA to serve as revisions, replacements, or additions to current AUHSD policies.

Current Consideration:
Board Policy 5408 (3555), Nutrition Program Compliance was Board approved as a new policy on March 5, 2020, and has now been revised by CSBA.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed the revised policy.

EDUCATIONAL SERVICES

11.11 ***Memorandum of Understanding (MOU), Johns Hopkins University, Health Education and Training Corps (HEAT)***

Background Information:
Through one of our students at Magnolia High School, Rahi Patel, we were introduced to Dr. Panagis Galiatsatos (Dr. G), a critical care lung physician at their medical center. John Hopkins University has developed a curriculum to build awareness and capacity in youth based on science to slow and ultimately stop the spread of the COVID-19 virus. Lessons connected to the science behind masks, physically distancing, washing hands, and the vaccine are all part of what they discuss.

Current Consideration:
The District would like to bring this educational program to our students in a series of virtual, after school webinars to our students over six weeks. John Hopkins University will host the webinar and deliver the instruction/content. The District's role is simply to market and advertise this opportunity for our students. Services are being provided March 10, 2021, through May 1, 2021. Per the request of Johns Hopkins, this MOU has been signed prior to Board approval.

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 ratified the MOU. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.12 ***Memorandum of Understanding (MOU), Family Health Matters Mobile COVID-19 Vaccinations***

Background Information:
The District is collaborating with the Orange County Health Care Agency (OCHCA), Latino Health Access (LHA), and other school districts in Anaheim and Santa Ana to increase

vaccination opportunities for our most vulnerable communities. The county has approved funds to support the identified zip codes in Orange County with high rates of spread of the novel coronavirus (COVID-19). Anaheim has three zip codes with the highest coronavirus rates in Orange County: 92804, 92805, and 92806. These are considered hot spot zip codes. The District and the aforementioned organizations developed a general action plan to address the hot spot zip codes.

Current Consideration:
One of our immediate tasks is to increase vaccinations for community members struggling to find available no-cost vaccinations. OCHCA is funding mobile vaccination clinics through Family Health Matters Clinic to provide the vaccines. For purposes of allowing mobile vaccination clinics to operate on District sites, staff recommends ratification of the MOU. Services are being provided February 13, 2021, through December 31, 2023. Per the request of Orange County Health Care Agency this MOU has been signed prior to Board approval.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the MOU. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.13 ***Memorandum of Understanding (MOU), Educators Vaccine Clinics***

Background Information:
In February of this year, Orange County (OC) health officials announced that 30 percent of new COVID-19 vaccine shipments would be allocated for education and childcare workers along with the food and agriculture sectors. Orange County Department of Education (OCDE) has been selected to open, in collaboration with the Orange County Health Care Agency (OCHCA), an education-specific Point of Dispensing (POD). The first education POD was opened in Garden Grove on February 18, 2021, for Phase 1A educators. Other POD locations have been identified across Orange County Districts. On March 1, 2021, vaccinations became available to all school-based employees in Orange County. OCDE is working with local school districts to set up additional vaccination PODs.

Current Consideration:
On Monday, March 8, 2021, a new OC educator POD launched at Loara High School to administer the Johnson & Johnson vaccine for school employees with appointments. For purposes of allowing educators vaccination clinics to operate on District sites, staff recommends ratification of the MOU. Services are being provided March 8, 2021, through December 31, 2023.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the MOU. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.14 ***Joint Venture Training Agreement, North Orange County Regional Occupational Program (NOCROP)***

Background Information:
North Orange County ROP (NOCROP) currently offers coursework in over a dozen Career and Technical Education (CTE) Pathways throughout the District. The District is currently participating in a Joint Powers Agreement to provide this coursework.

NOCROP would like to offer a Career Pathway Internship Course to students participating in internships with the District. Students enrolled in the Career Pathway Internship course will receive coursework, internship coordination, and support from their instructor to reflect on the transferrable workplace skills they are developing.

Current Consideration:
In order to provide this course, NOCROP is requesting that the District participate in a Joint Venture Training Agreement outlining the requirements and expectations of the Career Pathway Internship course. This agreement will take effect on April 10, 2021, and will remain in effect for four years or until terminated or amended by mutual written consent of either party and/or terminated upon 60 days' notice in writing by either party.

Budget Implication:
There is no implication to the budget.

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the joint venture training agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.15 ***Educational Consulting Agreement, Michelle Macias***

Background Information:
Michelle Macias is a former student of California State University, Fullerton's Center for Entrepreneurship. She also participated with a team of students from the center to complete a marketing analysis of the Biotechnology Pathway program at Anaheim High School. She is now a consultant working as a website product manager providing website solutions to businesses and other organizations.

Current Consideration:
The District would like to enter into a consulting agreement with Michelle Macias to improve Anaheim High School's website to promote the Biotechnology Career Pathway. These improvements will increase parent, student, and stakeholder awareness of the pathway, with the goal of increasing student enrollment in the pathway. Services will be provided April 9, 2021, through June 30, 2021.

Budget Implication:
The total cost for these services is not to exceed $2,000. (LCFF Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.16 ***Educational Consulting Agreement, Bryan Botka***

Background Information:
Bryan Botka is a band director with a passion for teaching musical excellence to all students. He graduated from Biola University with a degree in Music Education and received his teaching credential after gaining experience at both Walker Junior High School and Kennedy High School, where he taught junior high school Beginning Band, high school Freshman Band, Jazz Bands I and II, and Marching Band. He has also started VirtualBandConcert.com, a business that mixes and edits all of the audio and video for other schools' virtual concert videos.

Current Consideration:
In lieu of live performances, due to the distance learning format during the COVID-19 pandemic, the consultant will prepare multiple virtual band and/or choir performance videos including the 2021 District High School Honor Band and 2021 District Junior High School Honor Band videos. Duties will include preparation of click track audio files to assist musicians with recording to a set tempo, receiving all video recordings from students, mixing and editing the audio from those video files, creating a composite video of all performers, which uses the mixed and edited audio, as well as delivery of the finished video files to the District. Services will be provided April 9, 2021, through June 30, 2021.

Budget Implication:
The total cost for these services is not to exceed $10,000. (ESSER Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.17 ***Contract, Independent Educational Evaluation, Marlen Barbee, Psy.D., L.E.P.***

Background Information:
The District employs psychologists, speech-language pathologists, teachers, as well as other personnel who evaluate a student's needs for special education and related services. The District has both the right and obligation to assess special education students in all areas of suspected disability. Under the Individuals with Disabilities Education Act and California special education law, a parent of a special education student who disagrees with an evaluation conducted by a school district has a right to obtain an independent education evaluation at public expense. When a request for an independent evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate. Districts also can come to an agreement during Due Process to fund an independent evaluation in order to resolve a Due Process filing.

Current Consideration:
During the mediation portion of Due Process, the District determined that it was in the best interest of the student and the District to provide an independent educational evaluation and allow the Individualized Education Program team to consider the information.

Budget Implication:
The total cost is not to exceed $5,500. (Special Education Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the contract. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.18 ***Memorandum of Understanding (MOU), AUHSD Foundation, Storage of Kindset Products***

Background Information:
Kindset program (Kindset) is a part of the District's Anaheim Innovative Mentoring Experience (AIME). Kindset is run by students and teachers within the District and is overseen by the AUHSD Foundation. AIME Kindset is a student-led business that develops different products to spread the message of kindness within the District and the city of Anaheim. Within different teams, AIME students work to create products to be utilized for fundraising while learning about real-world business approaches from mentors at Modern Gourmet Foods. Through this mentoring/internship experience, Kindset provides a hands-on experience for students to take full control of designing, strategizing, selling, and so much more.

Current Consideration:
The AUHSD Foundation would like to enter into a MOU with the District to provide the AUHSD Foundation, at no cost, with a facility or facilities to store Kindset products prior to sale. The Foundation will comply with any storage guidelines or rules provided by the District. Services are being provided January 14, 2021, through June 30, 2021, and will renew annually on July 1 unless otherwise terminated by one of the parties.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the MOU. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

HUMAN RESOURCES

11.19 ***Amended 2021-22 Student/Teacher Calendar***

Background Information:
The Student/Teacher Calendar is an instructional calendar that is negotiated between the District and the Anaheim Secondary Teacher's Association (ASTA). The District and ASTA engaged in negotiations and reached a tentative agreement for Student/Teacher Calendars for the 2021-22 year.

Current Consideration:
On December 15, 2020, the Board of Trustees approved the 2021-22 Student/Teacher Calendar, which specify all teacher start/end dates, student start/end dates, vacation periods, and holidays. Additionally, the calendars dates for staff development days/non-student days, quarters, semesters, and deadlines for progress reports, and grades. This amended calendar corrects Fourth of July holiday to Monday, July 5, 2021, and includes August 5, 2021, and August 6, 2021, as staff development days.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the amended 2021-22 Student/Teacher Calendar. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.20 ***Public Hearing, Disclosure of 2020-21 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 2020-21 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 Piercy opened the public hearing at 9:14 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 9:14 p.m.

11.21 ***Adoption of the 2020-21 Collective Bargaining Agreement with ASTA***

Background Information:
The District and the Anaheim Secondary Teachers Association (ASTA) had a two-year agreement for the 2018-19 and 2019-20 years. The District and ASTA brought forth proposals to begin the negotiations for 2020-21 and negotiations commenced in the fall of 2020. A tentative agreement was reached on August 12, 2020.

Current Consideration:
The tentative agreement is for year 2020-21. The tentative agreement includes a 3 percent increase on the salary schedule retroactive to July 1, 2020. The agreement also includes other contract language changes.

Budget Implication:
The 3 percent salary schedule increase will impact the budget with an additional estimated expense of $5,184,700 per year. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2020-21 collective bargaining agreement with ASTA. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.22 ***Public Hearing, Disclosure of Collective Bargaining Agreement with MMA***

Background Information:
The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Mid-Managers Association (MMA) for 2020-21 in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

Current Consideration:
After the negotiation process with MMA 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 Piercy opened the public hearing at 9:15 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 9:15 p.m.

11.23 ***Adoption of the 2020-21 Collective Bargaining Agreement with MMA***

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

Current Consideration:
The tentative agreement includes a 3.26 percent increase on the salary schedule retroactive to July 1, 2020.

Budget Implication:
The increase for the 3.26 percent salary schedule increase will impact the budget with an additional estimated expense of $67,500 per year. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2020-21 collective bargaining agreement with MMA. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.24 ***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 2020-21 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

11.25 ***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 2020-21 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 Piercy opened the public hearing at 9:15 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 9:15 p.m.

11.26 ***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 2020-21 year is presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

11.27 ***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 2020-21 year.

Current Consideration:
The Board must hold a public hearing of CSEA's initial contract proposal to the District for the 2020-21 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 Piercy opened the public hearing at 9:16 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 9:16 p.m.

11.28 ***Revised Board Policy 6602, Catastrophic Leave Program, First Reading***

Background Information:
The Catastrophic Leave Program provides a bank of donated sick leave days available for withdrawal when an employee experiences an illness or injury that incapacitates him or her for an extended period of time and creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

Current Consideration:
The Board of Trustees was requested to review the first reading of revised Board Policy 6602, Catastrophic Leave Program. The revised policy includes new language regarding direct donations.

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 revised Board Policy 6602, Catastrophic Leave Program, as amended prior to the adoption of the agenda.

SUPERINTENDENT'S OFFICE

11.29 ***Superintendent Compensation***

Background Information:
On June 18, 2020, the Board of Trustees approved an addendum to the employment agreement for the Superintendent, setting compensation and a term through June 30, 2024.

Current Considerations:
The Superintendent's employment agreement indicates that the Board of Trustees may annually review the Superintendent's salary and, with consent of the Board of Trustees, may increase the salary at any time during the agreement.

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

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following a lengthy discussion, the Board of Trustees opened the discussion for the Superintendent's compensation and approved a salary increase by 6 percent retroactive July 1, 2020.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, Piercy

11.30 ***Board of Trustees' Proposed Meeting Date Change***

Background Information:
At its annual organizational meeting on December 15, 2020, the Board of Trustees approved the meeting dates for 2021.

Current Consideration:
A Board member requested that the regular meeting scheduled for Thursday, June 10, 2021, be moved to Thursday, June 24, 2021.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees discussed and approved the meeting date change of Thursday, June 10, 2021, to Thursday, June 24, 2021. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.10, Exhibit EE, and 12.11 pulled by Trustee O'Neal, as well as 12.6 and 12.15 pulled by Trustee Jabbar. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

12.1 ***Agreement, Orange County Department of Education, Electronic Document Management System (Imaging, Scanning, and Workflow)***

Background Information:
The District has a long-standing agreement with the Orange County Department of Education (OCDE) for imaging services since 2006. The imaging services provide web-based imaging, scanning, workflow, document archival, retrieval, and storage services for various school sites and departments (Human Resources, Business Services, Educational Services, Special Youth Services, Payroll, etc.)

Current Consideration:
This agreement renews our current agreement for imaging, scanning, workflow, document archival, retrieval, and storage services with OCDE. The agreement is in effect July 1, 2020, through June 30, 2021.

Budget Implication:
The base amount for the system is $5,500 per year based on the District's ADA. Any additional implementation services requested will be billed to the District at the rate of $75 per hour. (General Fund)

Action:
The Board of Trustees ratified the agreement.

12.2 ***Assignment of Agreement to Insight Public Sector, Inc.***

Background Information:
On March 5, 2019, the Board of Trustees approved an award of Bid 2019-17 with PCMG, Inc. (PCMG) for audio visual equipment that includes displays, projectors, and other related items.

Current Consideration:
The District received a notice from Insight Public Sector, Inc., which explained that they acquired PCMG in a merger. This merger includes the assignment of all of PCMG's rights, title, and interest in, to, and under any customer agreement, including the contract with Anaheim Union High School District. An assignment of the contract from PCMG to Insight

Public Sector, Inc. approved by written consent of Anaheim Union High School District, will allow Insight Public Sector, Inc. to fulfil the contractual obligation.

Budget Implication:
The cost remains unchanged for the remainder of the term, as originally approved by the Board of Trustees on March 5, 2019. (General Fund)

Action:
The Board of Trustees approved the assignment of the contract award dated March 5, 2019, from PCMG, Inc. to Insight Public Sector, Inc.

12.3 ***Agreement Increase, Zoom Video Communications, Inc.***

Background Information:
On December 15, 2020, the Board of Trustees approved an agreement with Zoom Video Communications, Inc. to provide video conferencing Districtwide.

Current Consideration:
In order to facilitate the anticipated large number of participants in the Local Control Area Plan (LCAP) meetings, additional 1,000 and 500 groups licenses were required. These licenses will also allow the use of Zoom for future meetings that may have similar attendance. The original agreement was $40,500 for a year.

Budget Implication:
The cost is not to exceed an additional $3,000. (Learning Loss Mitigation Funds)

Action:
The Board of Trustees ratified the increase to the agreement.

12.4 ***Award of Bids, Paint, Fertilizer, Seed, Fill Dirt, and Related Items***

Background Information:
In the summer of 2020, the Maintenance and Operations Department began a revolving three-year plan to maintain the athletic fields at all District school sites. During the first and second year of the maintenance rotation, the operations team maintains half of the high school fields in each year, so that sports can continue during the summer on the half of the field where work is not performed. In the third year, the operations team maintains the junior high schools' athletic fields. The newly adopted maintenance and reconditioning of the athletic fields requires purchasing much increased quantities of topsoil, seeds for the grass, and fertilizers.

In addition to the recurring field maintenance plan, the Maintenance and Operations teams have been performing an increased level of painting such as painting doors, interior and exterior walls, stenciling parking spaces, and several other facilities' tasks that require routine painting maintenance. This increased level of painting tasks has led to an increase in purchasing of the paint supplies.

Current Consideration:
In reviewing the amount of paint and soil required, as an aggregate respectively over multiple years, it is apparent that the District will exceed the bid limit as established under Public Contract Code 20111. In order to purchase the materials necessary for these requirements, the District issued two formal bid requests pursuant to PCC 20111.

The Board of Trustees was requested to award the following bids from the lowest, most responsible, and responsive bidders.

Bid#	Service	Award	Amount
2021-09	Paint and Related Items	Vista Paint Corporation	$80,353/Year
2021-10	Fertilizer, Seed, Fill Dirt and Related Items	Inland Topsoil Mixes, Inc.	$100,000/Year
		SiteOne Landscape Supply, LLC	$111,403/Year

Budget Implication:
The total anticipated annual expenditure is listed above, but actual amounts may be more or less based on usage and market conditions. (General Fund and Routine Restricted Maintenance Fund)

Action:
The Board of Trustees awarded bids, pursuant to Public Contract Code 20111, for the purchase of various paint, fertilizer, seed, fill dirt, and related items from the listed suppliers for up to three years, renewable annually by the District's director of Purchasing and Central Services.

12.5 ***Piggyback Bids, Purchase Through Public Corporation or Agency***

Background Information:
There is a requirement for new furniture for Western High School's newly renovated media center. As the room that leads into the new iLab, the media center will have an open and inviting feel with identifiable functional zones, allowing for maximum flexibility while maintaining full functionality for students.

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. Staff has analyzed purchasing options for media center furniture and it has been determined that the Torrance Unified School District Bid 10-04.09.19 can be utilized to acquire these products from MeTEOR Education, LLC. Staff has also negotiated better discounts than those currently on this piggybackable bid, which will result in additional cost savings to the District.

Budget Implication:
The total cost is not to exceed $175,000. (Measure H and Various Funds)

Action:
The Board of Trustees approved the use of the Torrance Unified School District Bid 10-04.09.19, pursuant to PCC 20118, for the purchase and delivery of media center furniture and related items from MeTEOR Education, LLC.

12.6 ***Award of Bids***

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

Bid#	Service	Award	Amount
2021-11	Western High School (Measure H Fund and/or Routine Restricted Maintenance Fund)	Case & Sons Construction	$1,138,700
2021-13	Gilbert High School (Routine Restricted Maintenance Fund)	Letner Roofing Company	$184,700

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees awarded Bids #2021-11 and 2021-13. The roll call vote follows.

Ayes: Trustee Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.7 ***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.

12.8 ***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.

12.9 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal, the Board of Trustees ratified items 12.10, Exhibit EE, and 12.11 with the following roll call vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy
Abstain: Trustee O'Neal

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

Action:
The Board of Trustees ratified the reports February 23, 2021, through March 29, 2021.

12.11 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report February 23, 2021, through March 29, 2021.

12.12 **SUPPLEMENTAL INFORMATION**

12.12.1 ASB Fund, January 2021

12.12.2 Cafeteria Fund, January 2021

12.12.3 Enrollment, Month 7

EDUCATIONAL SERVICES

12.13 ***Implementation Agreement, Advancement Via Individual Determination (AVID) Center***

Background Information:
The AVID College Readiness System supports a culture of rigor and success for students in approximately 6,000 schools throughout the Nation. Their mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

Services provided by AVID Center include: training for AVID site teams, AVID elective teachers, and District AVID coordinator; coordination with the District to analyze AVID program data; AVID certification review/monitoring of programs; access to AVID resources at the password protected AVID website; and access to AVID College Readiness System workshops and online offerings.

Current Consideration:
The yearly fee for Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools, Oxford Academy, as well as Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools covers all AVID materials, AVID District Leadership Professional Learning, and AVID weekly resources. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is not to exceed $56,602. (Title I and Title II Site Funds)

Action:
The Board of Trustees approved the agreement.

12.14 ***Agreement, AVID Excel, AVID College Readiness System Services and Products***

Background Information:
AVID Excel is a research-based junior high school program designed to accelerate academic language acquisition while increasing the college readiness of designated English Learner (EL) students. The goal of AVID Excel is to interrupt students' path to Long-Term English Learner (LTEL) status and put them on a pathway to college preparation by intervening in very direct ways. AVID Excel focuses on developing reading, writing, oral language, and academic vocabulary skills. It also builds study skills, self-determination, and leadership skills that underlie academic and social achievements. As an equity component of the AVID College Readiness System, AVID Excel is designed to fulfill AVID's mission of preparing all students for college readiness and success in a global society.

Current Consideration:
AVID Excel has been successfully implemented for the past year at the following schools: Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. To continue to implement the program, the District must pay a benefit package fee, as well as AVID summer institute fees for training staff members from participating school sites. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is not to exceed $5,970. (Title III Funds)

Action:
The Board of Trustees approved the agreement.

12.15 ***Memorandum of Understanding (MOU), Community Health Initiative of Orange County (CHI OC)***

Background Information:
Community Health Initiative of Orange County (CHI OC) is a nonprofit agency dedicated to reducing the number of uninsured children in Orange County. CHI OC helps families by screening them for health care and social services programs, as well as determining their eligibility and assisting them with the enrollment process.

Current Consideration:
The purpose of this MOU is to approve CHI OC agency to partner with school sites. The agency may implement outreach efforts and program objectives which include: enrolling eligible youth into available healthcare and social services; educating families on how to navigate their child's health coverage; increasing utilization of health services; and increasing re-enrollment, as well as retaining youth in healthcare and social services.

The MOU allows for the collaboration to begin April 9, 2021. Services will be provided until either party gives a 30-day notice of termination. Services will be offered to families at all participating school sites through the District's parent involvement efforts and activities.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the MOU. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12.16 ***Educational Consulting Agreement, MindKind Institute LLC***

Background Information:
MindKind Institute LLC has provided the Mindful Leadership AUHSD program and Self-Awareness Training for District administrators, teachers, and parents since October 2017. These programs are a multi-pronged approach towards developing mindful leaders with the highest level of commitment to collaboration, communication, creativity, critical thinking, and character (5Cs). Dr. Home H.C. Nguyen and MindKind Institute LLC faculty members facilitate the trainings.

Current Consideration:
MindKind Institute LLC will provide a variety of programs to parent leaders, administrators, and teachers to empower participants to address the current crisis in education and mental health. Three key ways in which MindKind Institute will support District leaders is by cultivating self-awareness, strengthening leadership teams, and building a strong partnership between administrators, teachers, and parents. Services will be provided April 9, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $112,200. (Expanded Learning Grant Funds)

Action:
The Board of Trustees approved the educational consulting agreement.

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

Background Information:
Friday Night Live, a high school program, and Club Live, a junior high school program, are school-based programs that implement student activities, which 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 Brookhurst Junior High School, as well as Gilbert, Kennedy, Magnolia, and Savanna high schools. Services are being provided December 1, 2020, through June 30, 2021.

Budget Implication:
The total cost is not to exceed $7,500, to be reimbursed through the Orange County Superintendent of Schools. (Grant Funds)

Action:
The Board of Trustees ratified the agreement.

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

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

Current Consideration:
The District has submitted an individual application, and would also like to participate in a consortium application submitted by North Orange County ROP in order to maximize the

potential funding from the grant. In order to submit a consortium application, North Orange County ROP must have a MOU with the District. The purpose of this MOU is to establish a mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the CTEIG program. The MOU shall be in effect July 1, 2020, through December 31, 2022.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees ratified the MOU.

12.19 ***Amendment, 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 and other health profession programs.

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

Current Consideration:
CSUF Auxiliary Services has provided an amendment to the agreement to modify the scope of work and budget to account for unspent funds in year one and to fund year two of the agreement.

Budget Implication:
There were $1,632 in unspent funds from year one. The amount to be provided in grant funds for year two, September 1, 2020, through August 31, 2021, is $22,432.

Action:
The Board of Trustees approved the amendment.

12.20 ***Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), ABC Unified School District (USD)***

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:
ABC Unified School District (USD) has requested to enter into a MOU with the District permitting students from ABC USD to be enrolled in specialized programs operated by the District. The MOU for placing special education students from ABC USD in the District programs is presented to the Board of Trustees for consideration of ratification. Services are being provided August 1, 2020, through June 30, 2021.

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

Action:
The Board of Trustees ratified the MOU.

12.21 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

12.22 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in dual enrollment, math, 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, April 9, 2021, through May 6, 2021.

Action:
The Board of Trustees approved the display.

HUMAN RESOURCES

12.23 ***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, 2021, through August 31, 2021. 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.

Action:
The Board of Trustees approved the agreement.

12.24 ***2020-21 Third 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, as well as intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:
The Williams Uniform Complaints Third Quarterly Report, January 1, 2021, through March 31, 2021, states there were no complaints during this quarter.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees accepted the report.

12.25 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

12.26 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

12.27 ***Board of Trustees' Meeting Minutes***

February 4, 2021, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

13. **SUPERINTENDENT AND STAFF REPORT**

There was no report.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo said she participated in the Student Ambassador interviews, attended a ROP Board meeting, GASELPA Board meeting, John Hopkins webinar, Ethnic Studies Task Force meeting, LCAP meeting, South Junior High School Talks, met with students regarding their civic project, CSBA Legislative Action Week, and funeral service for Joe Trejo.

Trustee O'Neal reported he attended the Years of Service, Open Houses for Oxford Academy, Katella High School, as well as Dale and Orangeview junior high schools. Additionally, he attended the Sister City Commission meeting, Principals' meeting, and Budget Commitee meeting.

Trustee Jabbar visited the vaccination clinics at Loara and Magnolia high schools and escorted Anaheim High School Journalist students through the clinics. He also attended the South Junior High School Talks, ROP meeting, CSBA Legislative Action Week, and funeral service for Joe Trejo.

Trustee Smith did not have a report.

Trustee Piercy stated she participated in the Student Ambassador interviews and attended the Parent Learning Walk at Katella High School, CSBA Legislative Week, met with students regarding their civic project, Opening of Schools Task Force meeting, Ethnic Studies Task Force meeting, Principal's meeting, as well as visited Lexington Junior High School.

15. ADVANCE PLANNING

15.1 ***Future Meeting Dates***

The next regular meeting of the Board of Trustees will be held on Thursday, May 6, 2021, at 6:00 p.m.

Thursday, June 17
Thursday, June 24 (LCAP Approval)
Thursday, July 15
Thursday, August 12
Tuesday, September 14
Thursday, October 14
Thursday, November 18
Tuesday, December 14

15.2 ***Suggested Agenda Items***

16. ADJOURNMENT

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 10:02 p.m. The roll call vote follows.

Ayes: Trustee Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

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, May 6, 2021

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Piercy called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:16 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the amended agenda:

- Page 2, pull closed session item 4.5.
- Page 3, item 7.2, correct name from Nathaniel Moreno to Nathalie Moreno.
- Page 16, item 11.18, this item should be a roll call vote.
- Page 25, item 11.33, remove "per month" under Budget Implication.
- Page 34, pull item 12.24, Screencastify, LLC
- Page 37, pull item 12.30, Nearpod, Inc.
- Exhibit LL, replace page 1 to correct the agreement starting period from August 10, 2020, to July 22, 2020.

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:22 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 Elizabeth Ochei led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 ***Closed Session Report***

Board Clerk Smith reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

5.3.2 No reportable action taken regarding anticipated litigation.

5.3.3 The Board of Trustees took formal action, with a 5-0 vote, to accept settlement on Claim AUHSD 19-02, Tort #407.

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 make the following transfers:

- Jana Kovar, from Magnolia High School to Western High School.
- Mary Ellen Park, from South Junior High School to Orangeview Junior High School.
- Jennifer Sasai, from Walker Junior High School to Ball Junior High School.

The Board of Trustees unanimously voted to make the following appointments:

- Ashley McAdams, Assistant Principal, Anaheim High School
- Christina Maguire, Assistant Principal, Brookhurst Junior High School
- Ryan Ruelas, Assistant Principal, Cambridge Virtual Academy
- David Brutus, Assistant Principal, Katella High School
- Ann-Marie Bernhard, Assistant Principal, Lexington Junior High School
- Brian Covey, Assistant Principal, Magnolia High School
- Britney Nichols, Assistant Principal, Savanna High School

5.3.7 No reportable action taken regarding negotiations.

5.3.8 The Board of Trustees unanimously voted to make the following appointment:

Jose Lara, Coordinator, Alternative Education

Ann-Marie Bernhard thanked the Board, Cabinet, and her family, as well as expressed she is happy to continue to be part of the AUHSD family.

David Brutus thanked Cabinet and the Board and communicated he is looking forward to working at Katella High School.

Christina Maguire thanked the Board and Cabinet, as well as voiced she is looking forward to working with everyone at Brookhurst Junior High School.

Ashley McAdams thanked the Board and Cabinet. Additionally, she stated she is happy and excited to give back to the community.

Britney Nichols said she is humbled to be able to serve the students in the District, as well as thanked the Board, Cabinet, and her family.

Ryan Ruelas thanked the Board and Cabinet for the opportunity to continue to serve the students, staff, and parents.

Jose Lara thanked the Board and Cabinet, and staff at Dale Junior High school, as well as his family. He stated he is looking forward to this new opportunity.

6. INTRODUCTION OF GUESTS

The Board of Trustees recognized our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready with unlimited opportunities for the 21st century. Board President Piercy acknowledged ASTA President Grant Schuster, APGA Co-president Brian Bannon, and ALTA President Hilda Vazquez.

7. RECOGNITIONS

7.1 ***Student Representative to the Board of Trustees***

The Board of Trustees honored Elizabeth Ochei for her service as student representative to the Board during the 2020-21 year.

7.2 ***2020-21 AUHSD Student Ambassadors***

The Board of Trustees honored the District's student ambassadors for their service during the 2020-21 year. The ambassadors serve as official spokespersons for all of the District's students at special ceremonies, events, and functions. The student leaders are also deeply embedded in the District's governance structure and actively provide the "student voice" wherever possible. The following students were recognized for this important contribution to the District.

Dulce Martinez	Anaheim High School
Nathaniel Ibarra	Cambridge Virtual Academy
Samuel Bingham	Cypress High School
Aaron Angotti	Gilbert High School
Denise Martinez	Katella High School
Khang Luu	Kennedy High School

Russel Sta Ana	Loara High School
Ivan Ayala	Magnolia High School
Fashion Castillo	Oxford Academy
Nathalie Moreno	Savanna High School
Krish Patel	Western High School

7.3 ***Mikva Soapbox Challenge National Speech Winner***

The Board of Trustees recognized Oxford Academy student, Kenny Le, as the recipient of the Mikva Soapbox Challenge National Speech winner. Kenny was selected to represent California as one of 10 national winners based on his passionate advocacy for increased support for student anxiety and mental health services. Kenny was recognized at the Soapbox Nation Mainstage event held on June 23, 2020, where he presented his speech to an audience of educators and community leaders from throughout the nation. Kenny is a Senior at Oxford Academy and an active campus leader. As Oxford's Key Club Vice President, Kenny received the Key Club 2021 District Distinguished Vice President Award. Kenny will be attending Claremont's Pitzer College in the fall and looks forward to continuing his work in support of student mental health and social justice.

7.4 ***Mikva Challenge, California COVID-19 Rapid Response Team Student Representatives***

The Board of Trustees recognized Oxford Academy students, Brandon Imai and Kenny Le as student representatives selected for participation in the Mikva Challenge California Rapid Response Team. Brandon and Kenny worked with a group of 12 student civic leaders from throughout the state to address the impact of the pandemic on California youth. The team met twice a week throughout the summer and fall to collect data, develop policy proposals and met with community leaders throughout California to address the impact of the pandemic on California students. The team's efforts culminated in a Rapid Response Team town hall meeting on November 11, 2020, where these dynamic and thoughtful students led a series of impactful discussions with leaders in education and public policy from around the state. Brandon and Kenny are Seniors at Oxford Academy and look forward to continuing to serve their university communities and use their voices for positive change.

8. **REPORTS**

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

Elizabeth Ochei, student representative to the Board of Trustees, reported on student activities throughout the District.

8.2 ***Reports of Associations***

Grant Schuster, ASTA president, acknowledged teachers for Teacher Appreciation Week and reported on ASTA events. Additionally, he spoke in support of the LGBTQ resolution.

Brian Bannon, APGA co-president, shared his gratitude for the students for being resilient and doing an exceptional job during this time. He thanked all members of CSEA, AFSCME, MMA, ASTA, and APGA for their hard work during the pandemic. Additionally, he acknowledged retirees Steve Gonzalez, Sandy Allen, Sharon Hughes, Lisa Rockwell, and Christina Gray.

Hilda Vazquez, ALTA president, recognized the teachers for their hard work. She also reported on events throughout the school sites such as Soapbox speech competitions, virtual performances, and ceremonies.

8.3 ***Parent Teacher Student Association (PTSA) Reports***

There was no report.

9. **PRESENTATIONS**

9.1 ***School Dismissal and Distance Learning***

Background Information:
On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the District ultimately closed physical school sites for students through the end of the 2019-20 year. On July 16, 2020, the Board of Trustees, following review and analysis of local data and information, unanimously passed and adopted Resolution No. 2020/21-BOT-02, approving a full virtual/distance learning instructional model, where students are not on campus, to start the 2020-21 year. The following day, the Governor confirmed that Orange County schools would be required to start the school year in distance learning. Since March 13, 2020, and throughout the pandemic, District administrators, faculty, and staff have been developing, implementing, as well as constantly improving a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19. District staff has also worked to meet the needs of the community in other ways, including distribution of meals and technology, among other things.

Current Consideration:
District staff members provided an update on the District's efforts in response to school dismissal and distance learning resulting from the COVID-19 pandemic.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.2 ***Resolution No. 2020/21-BOT-14, Reopening of Schools for the 2021-22 Year***

Background Information:
On March 13, 2020, the Board of Trustees unanimously declared a local emergency due to the outbreak and spread of the novel coronavirus, also known as COVID-19. In recognition of the emergency, the District closed physical school sites for students through the end of the 2019-20 year. On July 16, 2020, the Board of Trustees unanimously approved a full distance learning instructional model, where students are not on campus, to start the 2020-21 year. The following day, the Governor confirmed that Orange County schools would be required to start the school year in distance learning based on community spread of the virus. Despite sincere efforts to return students to campus for in-person instruction over the course of the 2020-21 year, the Board of Trustees voted on March 4, 2021, to remain in distance learning through the end of the 2020-21 year based on local conditions and factors.

Current Consideration:
Although a variety of factors will determine what the 2021-22 year will look like, including following all public health guidelines to ensure the safety of our students, staff, and families, the District is determined to ensure a sense of normalcy for our students in the Fall. Based on current data, trends, and feedback from our community, this resolution would confirm that the Anaheim Union High School District intends to return to a live, in-classroom instructional model, five days a week when the 2021-22 year begins in August, along with providing options for those families who prefer alternatives, as permitted by state law.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-BOT-14. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

9.3 ***Ethnic Studies Task Force***

Background Information:
In July 2020, the Board directed District leadership to develop an Ethnic Studies Task Force. The task force included students, teachers, counselors, District leadership, and community members. The primary charge of the Ethnic Studies Task Force was to determine if the District should move forward with Ethnic Studies as a graduation requirement.

Current Consideration:
Representatives from the Ethnic Studies Task Force shared with the Board of Trustees the process the task force took, along with recommendations 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.

9.4 ***Resolution No. 2020/21-E-22, Ethnic Studies***

Background Information:
In July of 2020, the Board directed District leadership to develop an Ethnic Studies Task Force that would include stakeholder representatives consisting of students, teachers, counselors, District leadership, and community members. Guidance was given to the Ethnic Studies Task Force to determine if the District should move forward on having Ethnic Studies become a graduation requirement for the District.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2020/21-E-22, Ethnic Studies, recognizing the importance Ethnic Studies has in the District. The adoption of this resolution provides clear direction to continue to develop and expand opportunities for participation in an Ethnic Studies Curriculum for all students across the District. It also provides direction to include Ethnic Studies as a graduation requirement in order to earn a diploma from the District.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-E-22. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

9.5 ***Math Task Force***

Background Information:
In July of 2020, the Board directed District leadership to develop a Math Task Force, which would include teacher representatives from each school in our District. One of the directives of the Math Task Force was to determine if the District should move forward in searching for new instructional materials. The California Department of Education is currently in the process of revising the adopted math frameworks. When this process is completed, instructional publishers will revise their materials to align with these new frameworks. This process is likely to require another two years. The Math Task Force members, with input from math teachers across the District, recommended to move forward with an interim instructional materials adoption process until the instructional publishers have updated instructional materials for us to review and select.

Current Consideration:
The Math Task Force representatives presented to the Board of Trustees the journey taken to recommend math instructional materials for both the junior high and high school math courses.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

10. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

Please see link to view the public comments: https://bit.ly/3eFC1Ud

11. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

11.1 ***School-Sponsored Student Organizations***

Background Information:
The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organizations shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.

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

11.1.1 History Club, Cambridge Virtual Academy
11.1.2 Leadership Club, Cambridge Virtual Academy
11.1.3 Adult Transition Club, Cypress High School
11.1.4 Cypress Wall Street, Cypress High School
11.1.5 Limitless, Cypress High School
11.1.6 Raising Student Voices and Participation, Cypress High School
11.1.7 Adult Transition Club, Gilbert High School
11.1.8 Netflix Club, Katella High School
11.1.9 KIKA Club, Kennedy High School
11.1.10 Adult Transition Club, Loara High School
11.1.11 Adult Transition Club, Savanna High School
11.1.12 Adult Transition Club, Western 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 roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

RESOLUTIONS

11.2 ***Resolution No. 2020/21-B-18, School Lunch Hero Day***

Background Information:
School Lunch Hero Day is a national celebration in honor of the hard working individuals who prepare healthy meals for our students every single day. Between preparing healthy meals for AUHSD and AESD students, adhering to strict nutrition standards, navigating student food allergies, and offering service with a smile, school nutrition professionals are true heroes.

Current Consideration:
Resolution No. 2020/21-B-18 declares May 7, 2021, School Lunch Hero Day. The Board will recognize the contributions that Food Service workers make every day to improve the health and success of the District's children.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-B-18. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.3 ***Resolution No. 2020/21-F-09, Approval of Notice of Exemption for the Magnolia High School Locker Room Building Modernization Project***

Background Information:
On July 10, 2014, 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 Magnolia High School are identified in the approved FMP. The Magnolia High School Locker Room Building Modernization Project (Project) is consistent with the intent of the approved FMP.

The scope of work of the Project consists of: (1) Modernization and reconfiguration of the Shower/Locker Room Building; (2) Modernization of the Wrestling Room; and (3) Installation of surveillance cameras, other security enhancements, and exterior lighting.

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 both categorical and statutory 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 and statutorily exempt from CEQA.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-F-09, 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 Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.4 ***Resolution No. 2020/21-E-23, Enhancing Supports and Resources for our LGBTQ+ Students***

Background Information:
The Anaheim Union High School District prides itself on its diversity and inclusiveness, providing safe and welcoming spaces for students, regardless of race, ethnicity, national origin, language, disability status, gender expression or identity, and sexual orientation. As many as 10.3 percent of California students in middle and high schools identify as lesbian, gay, bisexual, transgender, queer, questioning, intersex, asexual, gender nonconforming, gender fluid, and gender nonbinary (LGBTQ+). Youth identifying as LGBTQ+ are overrepresented in the populations of youth experiencing homelessness; youth who are the victims of bullying and discrimination, including, among other things, someone trying to convince them to change their sexuality or gender identity; and youth who have attempted or died as a result of suicide.

Current Consideration:
Students and advisors from a variety of school site Gay Straight Alliance (GSA) clubs took the time to share the importance of GSA, visibility, and District support to them and all students during public comments at Board of Trustees meetings throughout the 2019-20 year. Adoption of this resolution provides an opportunity to support our LGBTQ+ students by celebrating the achievements and contributions of the LGBTQ+ community through recognition of LGBTQ+ Pride Month, LGBT History Month, National Coming Out Day, and Transgender Day of Remembrance. In addition to this resolution, the Board will also consider on this agenda a resolution on Ethnic Studies, which includes curriculum around contributions of LGBTQ+ individuals, and a Memorandum of Understanding with the LGBTQ Center OC to ensure that all LGBTQ+ youth and students in the District have access to community resources, education, and social services through various available programs.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-E-23. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.5 ***Resolution No. 2020/21-HR-06, Classified School Employee Week, May 16-22, 2021***

Background Information:
Since 1986, California has taken the third week in May to honor the invaluable contributions of classified school employees. From the time students board a school bus to the time they head home at the end of the day, every aspect of their educational experience is impacted by a classified school employee.

The Board of Trustees recognizes that classified school employees play crucial roles in education. From transporting and feeding students to teaching them vital skills and ensuring that schools are operating smoothly, classified employees are integral to the District and public education.

Current Consideration:
Resolution No. 2020/21-HR-06 declares May 16, 2021, through May 22, 2021, Classified School Employee Week. Classified employees will be recognized for their valuable services to the schools and students of the Anaheim Union High School District.

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. 2020/21-HR-06. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

11.6 ***Rejection of Liability Claim***

Background Information:
The District received a liability claim that was filed on April 20, 2021, and identified the claim as AUHSD 21 01 (Tort 412).

Current Consideration:
After review, staff determined that the claim was not a proper charge against the District.

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 rejected liability claim AUHSD 21 01 (Tort 412) as not a proper charge against the District, and authorized staff to send the notice of rejection. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.7 ***Revised Board Policy 5408 (3555), Nutrition Program Compliance, Second Reading***

Background Information:
In 2018-19, the Business Services Division began the process of revising and updating many of the board policies due to the requirements of Universal Grant Guidance. Policies were updated using the policies developed by the California School Boards Association (CSBA). Since these initial revisions, the Division has begun reviewing all of the policies completed by CSBA to serve as revisions, replacements, or additions to current AUHSD policies.

Current Consideration:
Board Policy 5408 (3555), Nutrition Program Compliance was Board approved as a new policy on March 5, 2020, and has now been revised by CSBA.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed and approved the revised policy. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.8 ***Agreement, Tao Rossini, a Professional Corporation***

Background Information:
The District, at times, requires the services of outside legal services to provide services for facilities related matters. The District utilizes Orange County Department of Education counsel as much as possible for legal services, but sometimes there are requirements that are outside the scope of the services and expertise they provide to the District. In these circumstances, outside counsel is recommended and utilized.

Current Consideration:
The District would like to engage the services of the legal firm Tao Rossini, a Professional Corporation to provide legal services. Services will be provided May 7, 2021, through June 30, 2023.

Budget Implication:
Services will be provided at cost not to exceed $20,000 per year. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement. The roll call vote follows.
Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

EDUCATIONAL SERVICES

11.9 ***New Board Policy 7607, Esports, First Reading***

Background Information:
Esports programs existed throughout the District for several years. These programs were created and coordinated by teachers and other volunteers, and experienced high levels of student participation. District volunteers and partners, such as Anaheim Achieves, organized tournaments for student competition, and students also participated in tournaments organized by groups such as the North America Scholastic Esports Federation (NASEF). Students reported esports participation helped them connect with their schools and fellow students, develop the 5Cs (communication, collaboration, critical thinking, creativity, and character), and discover potential careers. While the District's esports programs have been successful, the District would like to establish support for these programs, as well as develop guidelines for game selection and student participation.

Current Consideration:
The Esports Board Policy recognizes the District's support for esports as a way to engage students in school, develop career readiness and social skills, as well as provide practice of the 5Cs. In addition, the policy supports using funding, if available, for equipment and a coordinator to support esports programs, and the development of a committee of representative stakeholders to support the program. The policy also establishes support for professional development to support esports, as well as collaboration with institutions of higher education, businesses, and community esports agencies. Finally, the policy provides guidelines for game selection, a student code of conduct, and parent approval for the use of communication websites associated with esports.

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 New Board Policy 7607.

11.10 ***Adoption, Expanded Learning Opportunity (ELO) Grant Plan***

Background Information:
The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under

California Education Code (EC) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021.

An LEA receiving ELO Grant funds under EC Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social, as well as emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups: low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

Current Consideration:
The ELO plan was presented to the Board of Trustees for adoption.

Budget Implication:
The plan contains programs and activities budgeted at $24,547,112.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the ELO plan. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.11 ***Educational Consulting Agreement, TGR Foundation***

Background Information:
The TGR Foundation, through the TGR Learning Lab, has been a valued partner in our District since 2006. Their vision of empowering students to pursue their passion through education has inspired many students to continue with higher education. TGR Foundation believes that positive youth development and quality education go hand in hand. The TGR Learning Lab has strived to not only offer students unique learning experiences in STEM and enrichment programs in college access, but also serve as an environment where kids can recognize their potential and create positive change for themselves, their families and their communities. For 25 years, TGR Learning Lab programs have strived to ensure that underserved students are given access and opportunity to build a meaningful, impactful career and life. TGR Foundation has reached two million youth worldwide through their education and outreach programs.

Current Consideration:
The TGR Foundation will provide professional learning courses on inquiry strategies to teachers at Dale, Orangeview, Sycamore, and Walker junior high schools. Schools were selected due to the Exclusive Career and Technical Education (CTE) Pathways at the feeder high schools. In addition to professional learning, teachers will receive micro-credentials for each course completed demonstrating their competency in the topic, which will also lead to an inquiry certificate. After sequential completion of the professional learning courses, teachers will complete an independent project to incorporate inquiry strategies into their existing District curriculum. Finally, the TGR Foundation staff will provide coaching to support successful completion of the inquiry certificate. Services will be provided June 1, 2021, through November 1, 2022.

Budget Implication:
The total cost for these services is not to exceed $70,597. (Expanded Learning Opportunity Grant Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.12 ***Educational Consulting 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 Global Summit on the behalf of America's youth.

Current Consideration:
In order to create an engaging and welcoming first day of school, Real Inspirations, Inc. will provide two motivational assembly presentations for students and staff at Ball Junior High School and one leadership workshop. Services will be provided August 13, 2021, through August 31, 2021.

Budget Implication:
The total costs for these services is not to exceed $2,600. (LCFF Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.13 ***Educational Consulting Agreement, Gallagher & 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 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 will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $45,000. (ESSER Funds)

Action:
On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the educational consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.14 ***Educational Consulting Agreement, CharacterStrong***

Background Information:
Associated Student Body (ASB) is a student leadership elective course offered at all of our school sites with the exception of Cambridge Virtual Academy. Historically, this service-oriented class teaches creativity, critical thinking, communication, collaboration, character, and civic engagement through student-led activities and events. While there are commonalities in events and activities there is no set curriculum that Activities Directors use on a day-to-day basis. Activities Directors completed a survey and indicated an interest in creating uniformity with their curriculum. More specifically, there is an interest in implementing the CharacterStrong curriculum at each respective school site.

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

Current Consideration:
The District would like to enter into an agreement with CharacterStrong to provide gym activities and resources to foster relationships between students and/or staff. Services will be provided May 7, 2021, through May 30, 2021.

Budget Implication:
The total cost for these services is not to exceed $70,000. (General Fund)

Action:
On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.15 ***Service Agreement, Strong Workforce Program (SWP) K12 Pathway Improvement Grant (Round 3), Rancho Santiago Community College District (RSCCD)***

Background Information:
The K12 Strong Workforce Program (SWP), administered by the California Community College Chancellor's Office (CCCCO), was established to provide funds to "create, support, or expand high-quality career technical education (CTE) programs at the K-12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program" (Education Code 88827). The workforce developments within each region are informed by the Strong Workforce Program (SWP) Regional Plan. The District was awarded funding under this program to advance career counseling in Orange County.

Rancho Santiago Community College District (RSCCD) is the Fiscal Agent for the Strong Workforce Program in Los Angeles and Orange Counties. The District would like to enter into an agreement with RSCCD to provide the allocated funding.

Current Consideration:
RSCCD would like to enter into a service agreement with the District to implement these initiatives and to provide the funding to the District. Services are being provided January 1, 2021, through June 30, 2023.

Budget Implication:
The District will receive funding in the amount of $318,750.

Action:
On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees ratified the service agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.16 ***Educational Consulting Agreement, Devyn Favela***

Background Information:
Devyn Favela is a former student of California State University, Fullerton's Center for Entrepreneurship and participated with a team of students from the center to complete a marketing analysis of the Biotechnology Pathway program at Anaheim High School. She is now a consultant working on marketing and process analysis, providing solutions to businesses and other organizations.

Current Consideration:
The District would like to enter into a consulting agreement with Devyn Favela to create marketing materials to promote the Biotechnology Career Pathway at Anaheim High School. Services are being provided May 5, 2021, through June 30, 2021.

Budget Implication:
The total cost for these services is not to exceed $2,100. (LCFF Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the educational consulting agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.17 ***Grant Agreement, Orange County Community Foundation (OCCF)***

Background Information:
The District is planning to create a Digital Career Exploration Hub for students, families, and other stakeholders in partnership with Roadtrip Nation. The Henry W. and Ellen R. Warne Family Endowment Fund grant program of the Orange County Community Foundation (OCCF) would like to provide a grant in the amount of $50,000 to support the project. The District and Roadtrip Nation will collaborate to develop and compile media assets and resources to help students navigate education-to-workforce pathways.

Current Consideration:
OCCF would like the District to enter into a grant agreement in order to receive the funding. Services are being provided April 1, 2021, through March 31, 2022.

Budget Implication:
The District will receive funding in the amount of $50,000.

Action:
On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees ratified the grant agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.18 ***Agreement, Book Systems, Inc.***

Background Information:
An electronic system for the management of textbook inventory is necessary to project textbook expenditures, more efficiently transfer textbooks among sites, and determine lost or damaged textbooks. The system interfaces with the student information system to automate the comparison of enrollment numbers to the number of textbooks on hand at each school site and for each course requiring a textbook. The product will also refine the way textbooks are distributed and collected from students, making it easier for teachers and support staff to collect fees for lost or damaged textbooks. Book Systems also provides the software that District libraries use so all materials will be searchable within one platform.

Current Consideration:
The District will contract with Book Systems to provide a real-time, web-based textbook and asset management system. The agreement also includes the conversion of relevant data from the student information system, professional development using a trainer of trainer model, updating of textbook procedures, and implementation support. Services will be provided May 7, 2021, through June 30, 2022. The agreement will be signed following Board approval.

Budget Implication:
The total cost for these services is not to exceed $26,970. (ESSER Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.19 ***Agreement, Houghton Mifflin Harcourt, Junior High School Math Instructional Materials***

Background Information:
In July of 2020, the Board directed District leadership to develop a Math Task Force, which would include teacher representatives from each school site in our District. One of the directives of the Math Task Force was to determine if the District should move forward in searching for new instructional materials. The California Department of Education is currently in the process of revising the adopted math frameworks. When this process is completed, instructional publishers will revise their materials to align with these new frameworks. This process is likely to require another two years. The Math Task Force members, with input from math teachers across the District, recommended to move forward with an interim instructional materials adoption process until the instructional publishers have updated instructional materials for us to review and select. The instructional material adoption process began in December 2020 and was completed in March 2021. During this time frame, the Math Task Force members designed a criteria evaluation tool for materials, participated in publisher presentations, evaluated instructional materials and made

recommendations on over 20 instructional materials, ultimately selecting the below mentioned publisher.

Current Consideration:
The District would like to purchase Houghton Mifflin Harcourt (HMH) Into Math with embedded Waggle as our Junior High School Math Instructional Materials. 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 are being provided April 21, 2021, through June 30, 2024. Per the request of HMH, this agreement has been signed prior to Board approval.

Budget Implication:
The total cost is not to exceed $1,472,712.51. (General Fund)

Action:
On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.20 ***Agreement, McGraw Hill, High School Math Instructional Materials***

Background Information:
In July of 2020, the Board directed District leadership to develop a Math Task Force, which would include teacher representatives from each school site in our District. One of the directives of the Math Task Force was to determine if the District should move forward in searching for new instructional materials. The California Department of Education is currently in the process of revising the adopted math frameworks. When this process is completed, instructional publishers will revise their materials to align with these new frameworks. This process is likely to require another two years. The Math Task Force members, with input from math teachers across the District, recommended to move forward with an interim instructional materials adoption process until the instructional publishers have updated instructional materials for us to review and select. The instructional material adoption process began in December 2020 and was completed in March 2021. During this time frame, the Math Task Force members designed a criteria evaluation tool for materials, participated in publisher presentations, evaluated instructional materials and made recommendations on over 20 instructional materials, ultimately selecting the below mentioned publisher.

Current Consideration:
The District would like to purchase McGraw Hill Reveal Math Integrated as our High School Math Instructional Materials. 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 consumable printed textbooks, along with a flexible, collaborative, and personalized professional learning for our educators. Services are being provided April 21, 2021, through June 30, 2024. Per the request of McGraw Hill, this agreement has been signed prior to Board approval.

Budget Implication:
The total cost is not to exceed $2,675,840.24. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

11.21 ***Agreement, Multilingual California Project (MCaP) Grant***

Background Information:
The Multilingual California Project Grant (MCaP) is a three-year grant awarded in March 2020 to the MCaP Alliance through the California Department of Education Educator Workforce Investment Grant (EWIG) Program to support professional learning opportunities for teachers and paraprofessionals across the state for the implementation of the English Learner (EL) Roadmap Policy. The MCaP builds consistently strong research documenting multilingualism as the most effective option for the academic achievement of ELs across all content areas and for preparation to participate effectively in the global workforce. Orange County Department of Education (OCDE) is a MCaP partner. OCDE selected the District and Anaheim Elementary School District as partners to receive focused, in-depth strategic professional learning for the implementation of the EL Roadmap. The agreement will be signed after Board approval.

Current Consideration:
Over the three-year grant cycle, MCaP will engage paraprofessionals, teachers, counselors, and administrators in professional learning opportunities called "innovations." Grant funds will pay for 50 identified participants to attend professional learning. Services are being provided January 1, 2021, through June 30, 2023.

Budget Implication:
The District will receive funding in the amount of $33,000. OCDE is the Principle Investigator (PI) for the grant. The grant will cover a three-year period (2020-23).

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.22 ***Memorandum of Understanding (MOU), New York Life Foundation (NYLF)***

Background Information:
New York Life Foundation (NYLF) has, since its founding in 1979, provided funding and resources in charitable contributions to national and local nonprofit organizations. The Foundation invests in programs benefiting young people, particularly in educational enhancement and childhood bereavement support. The NYLF launched the Grief-Sensitive Schools Initiative to equip school personnel to understand and support students dealing with loss and grief.

Current Consideration:
This partnership will allow the team of social workers to receive the trainer of trainers modules accompanied by already created professional development materials for teachers, workshop presentations for parents, and more importantly, grief and loss curricula to deliver

during the individual and group sessions for students experiencing traumatic or complicated grief.

There are reports and monthly meetings the District team needs to submit and attend. As a bonus for participating in this initiative, the District will receive $500 for each participating school site. The District can use this funding to further expand on services, resources or for additional training. Services will be provided May 7, 2021, through June 30, 2022.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the MOU. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

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

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

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

Current Consideration:
OCDE will serve as the lead agency for the Orange County Partnership and assume fiscal responsibility for the Orange County Partnership, as well as oversee project evaluation and reports. They will work with law enforcement, school/district personnel, and districts' point person to implement the project at school sites.

The District will commit to the interagency partnerships, deliver staff professional development and technical assistance to the school sites. This includes participating in project monitoring and evaluation activities. Services will be provided May 7, 2021, through September 30, 2023.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Jabbar and duly seconded, following discussion, the Board of Trustees approved the MOU. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Smith, and Piercy

Noes: Trustee Randle-Trejo

11.24 ***Memorandum of Understanding (MOU), Waymakers***

Background Information:
Waymakers is a nonprofit agency dedicated to working with helping youth and adults who are in crisis or are dealing with conflict. They support youth who are victims of crime and help youth move away from crime, gangs, substance use, and/or human trafficking. Their efforts also include working with local school districts through training and programs that support at-risk youth.

Waymakers received grant funding from the Orange County Health Care Agency to support schools with substance abuse prevention efforts. The terms of the grant require them to work directly with local schools during the 2021-22 year as part of the Health Care Agency's efforts to address youth mental health and well-being.

Current Consideration:
The District will commit to identifying and supporting school sites in coordinating the delivery of an evidence-based curriculum to a minimum of 1,500 youth. The curriculum was designed to prevent youth substance use and increase media literacy and safety using evidence-informed practices.

In addition, Waymakers will outreach to at least forty off-sale licensed alcohol retail establishments from at least three surrounding cities of the District on strategies to reduce youth exposure to alcohol advertising. Services will be provided May 7, 2021, through June 30, 2023.

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. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.25 ***Memorandum of Understanding (MOU), Connected Nation, Inc.***

Background Information:
Connected Nation, Inc. has partnered with AT&T to administer the K-12 Homework Gap program, a $10 million initiative to provide free mobile Wi-Fi hotspots, wireless internet access, and content filtering services for one year to schools and nonprofits that serve at-risk youth. They have issued more than 35,000 hotspots to 81 schools across 26 states.

Current Consideration:
The District has been selected to receive free wireless internet access, hotspot devices, and content filtering from AT&T to serve 500 students for one calendar year. Students will receive 50gb of monthly, high-speed wireless data. Students would receive a free hotspot, and the District would check out a matching Chromebook. The following schools have been awarded devices, with the number of devices in parenthesis: Anaheim High School (130), Katella High School (120), Loara High School (90), Magnolia High School (80), and Savanna High School (80). Services will be provided July 1, 2021, through June 30, 2022. The MOU will be signed following Board approval.

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. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

HUMAN RESOURCES

11.26 ***Public Hearing, Disclosure of Collective Bargaining Agreement with APGA***

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 2020-21, 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.

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 Piercy opened the public hearing at 9:27 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 9:27 p.m.

11.27 ***Adoption of the 2020-21 Collective Bargaining Agreement with APGA***

Background Information:
The District and APGA brought forth proposals to begin the reopener negotiations for 2020-21 and a tentative agreement was reached. The tentative agreement was ratified by unit members of APGA.

Current Consideration:
The tentative agreement includes a 3 percent increase on the salary schedule, and additional compensation equivalent to a total 3.26 percent increase for the unit, retroactive to July 1, 2020.

Budget Implication:
The increase for the 3 percent salary schedule increase will impact the budget with an additional estimated expense of $358,100 per year. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2020-21 collective bargaining agreement with APGA, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.28 ***Certificated Administrators, Classified Management, and Classified Confidential Salary Schedules***

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

Current Consideration:
The 2020-21 salary schedules for unrepresented employees include administrators, classified management, and confidential classifications. Due to the agreements with the Anaheim Secondary Teachers Association (ASTA) for a 3 percent salary increase, as well as a 2 percent increase to longevity stipends, the 2020-21 salary schedules for unrepresented employees shall be increased by 3.26 percent to become the 2020-21 salary schedules, retroactive to July 1, 2020.

Budget Implication:
The increase for the 3.26 percent salary schedule increase will impact the budget with an additional estimated expense of $748,600 per year. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2020-21 salary schedules for administrators, classified management, and confidential employees. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.29 ***Declaration of Need for Fully Qualified Educators***

Background Information:
The Declaration of Need for Fully Qualified Educators is a requirement established by the California Commission on Teacher Credentialing (CCTC) to permit the District to employ certificated staff members in certain identified areas of need. When the District is unable to find a suitable, fully prepared teacher for an assignment, despite its diligent efforts, the District is permitted to hire teachers with alternate teaching permits.

Current Consideration:
The Declaration of Need for Fully Qualified Educators fulfills the CCTC requirements for hiring teachers with alternate authorizations and interns for subject areas that are difficult to fill. The declaration permits the District to hire teachers with an emergency Cross-Cultural and Language Development (CLAD), Bilingual Cross-Cultural and Language Development

(BCLAD), Language, Speech and Hearing, or Special Class Authorization, as well as allowing the District to apply for a Provisional Internship Permit (PIP) and/or a short-term staff permit (STSP), which is used for acute staffing in subject areas that are difficult to fill. Many California districts experience shortages of teachers in these areas.

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 Declaration of Need for Fully Qualified Educators, as required by the State Commission on Teacher Credentialing. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.30 ***Revised Board Policy 6602, Catastrophic Leave Program, Second Reading***

Background Information:
The Catastrophic Leave Program provides a bank of donated sick leave days available for withdrawal when an employee experiences an illness or injury that incapacitates him or her for an extended period of time and creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

Current Consideration:
The Board of Trustees was requested to review and/or approve the second reading of revised Board Policy 6602, Catastrophic Leave Program. The revised policy includes new language regarding direct donations.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 6602, Catastrophic Leave Program. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

SUPERINTENDENT'S OFFICE

11.31 ***Board of Trustees' Monthly Compensation***

Background Information:
Education Code Section 35120 and Board Policy 10250 (BB 9250) establish the maximum monthly compensation that each member of the Board of Trustees may receive based on average daily attendance in the District. The Education Code and Board Policy further provide that individual member compensation may be increased on an annual basis in an amount not to exceed 5 percent of the present monthly rate of compensation, effective at the time of approval. Trustee monthly compensation was last adjusted on April 11, 2019. Unlike District employee groups, Trustees did not receive an increase in monthly compensation for 2019-20 year.

Current Information:
On April 8, 2021, the Board approved an agreement with the Anaheim Secondary Teachers Association (ASTA) that provided an across the board 3 percent salary increase, and additional compensation equivalent to a total 3.26 percent increase for the unit, retroactive to July 1, 2020, and an agreement with the Mid-Managers Association (MMA) that provided a 3.26 percent salary increase retroactive to July 1, 2020. Also on this agenda, the Board is being requested to approve a 3 percent salary increase, and additional compensation equivalent to a total 3.26 percent increase for the unit, retroactive to July 1, 2020, for the Anaheim Personnel and Guidance Association (APGA); and a 3.26 percent salary increase retroactive to July 1, 2020, for the Anaheim Leadership Team Association (ALTA), which comprises the District's management personnel, excluding the Superintendent and upper-level management employees. As a matter of annual review, and to align adjustments to Trustee compensation with District employee groups, it is recommended that the Board of Trustees consider a 3.26 percent increase in individual Trustee compensation effective June 1, 2021.

Budget Implication:
Individual Trustee compensation would increase by $29.27 per month. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved a 3.26 percent increase in individual Trustee compensation from $897.74 to $927.01 per month, effective June 1, 2021. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.32 ***Employment Agreements and Compensation for Assistant Superintendents, Chief Academic Officer, and District Counsel***

Background Information:
Employment agreements are required for the District's unrepresented upper-level management employees. On June 18, 2020, the Board of Trustees approved an addendum to the May 7, 2019, employment agreements with the assistant superintendents of Educational Services and Human Resources; the Chief Academic Officer; and District Counsel extending the period of employment to end on June 30, 2024. On November 19, 2020, the Board of Trustees approved the employment agreement with the assistant superintendent, Business Services.

Current Considerations:
As a matter of annual review, it is respectfully requested that the Board of Trustees consider extending by one year the employment agreements with Jaron Fried, Ed.D., assistant superintendent, Educational Services; Manuel Colón, chief academic officer; Brad Jackson, assistant superintendent, Human Resources; Nancy C. Nien, Ph.D., assistant superintendent, Business Services; and Karl H. Widell, District Counsel.

In addition, on April 8, 2021, the Board approved an agreement with the Anaheim Secondary Teachers Association (ASTA) that provided an across the board 3 percent salary increase, and additional compensation equivalent to a total 3.26 percent increase for the unit, retroactive to July 1, 2020, and an agreement with the Mid-Managers Association (MMA) that provided a 3.26 percent salary increase retroactive to July 1, 2020. Also, on this agenda, the Board is being requested to approve a 3.0 percent salary increase, and additional compensation equivalent to a total 3.26 percent increase for the unit, retroactive to July 1, 2020, for the Anaheim Personnel and Guidance Association (APGA), and a 3.26

percent salary increase for the Anaheim Leadership Team Association (ALTA), which comprises the District's management personnel, excluding the Superintendent and upper-level management employees. The employment agreements with the assistant superintendent, Education Services; assistant superintendent, Human Resources; assistant superintendent, Business Services; Chief Academic Officer; and District Counsel indicate that the Board may annually review the salary and, with consent of the Board, may increase the salary at any time during the agreement.

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

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees discussed and approved the employment agreements and compensation for the following upper-level management employees, to include a one-year contract extension and a 3.26 percent increase to salary and tax sheltered annuity retroactive to July 1, 2020 for:

1. Jaron Fried, Ed.D., Assistant Superintendent, Education Services;
2. Manuel Colón, Chief Academic Officer;
3. Brad Jackson, Assistant Superintendent, Human Resources;
4. Karl H. Widell, District Counsel;

and to December 21, 2020 for:

5. Nancy C. Nien, Ph.D., Assistant Superintendent, Business Services

The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.33 ***Employment Agreement with Superintendent, Compensation***

Background Information:
On June 18, 2020, the Board of Trustees approved an addendum to the May 7, 2019, employment agreement with the Superintendent, extending the period of employment to end on June 30, 2024. On April 8, 2021, the Board of Trustees approved a 6 percent salary increase for the Superintendent retroactive to July 1, 2020.

Current Considerations:
As a matter of annual review, it is respectfully requested that the Board of Trustees consider extending by one year the employment agreement with the Superintendent, and in addition, increasing the tax sheltered annuity in line with the approved and pending increases for employee groups in the District of 3.26 percent.

Budget Implication:
The tax sheltered annuity amount would increase by $114. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees discussed and approved the employment agreement and compensation for the Superintendent, to include a one-year contract extension and a 3.26 percent increase to tax sheltered annuity retroactive to July 1, 2020, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

12. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.11, Exhibit ZZ, and 12.12 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

12.1 ***Agreement, Health Science Associates***

Background Information:
On March 29, 2021, debris was discovered in the Magnolia High School swimming pool, and determined to contain asbestos fibers. Based upon this finding, it was necessary to bring in an outside expert to provide District staff with knowledge and recommendations on the topic involving the interpretation of the situation, as well as to serve as a resource to our students and parents to understand what occurred and its potential impacts. Out of an abundance of caution, the District will also conduct testing of Katella, Savanna, and Western pool water, and require interpretation of the lab results, as well as any necessary support services. Due to his reputation in the industry as a preeminent expert in the area of asbestos, District staff selected Howard Spielman from Health Science Associates to support District staff.

Current Consideration:
Howard Spielman, from Health Science Associates, will provide consultation services to District staff, and participate in informational outreach meetings as needed. Services are being provided March 29, 2021, through December 31, 2021.

Budget Implication:
The cost for services is not to exceed $25,000. (General Fund)

Action:
The Board of Trustees ratified the agreement with Health Science Associates.

12.2 ***Inter-Agency Agreement, Vibrant Minds Charter School***

Background Information:
In July 2020, Vibrant Minds Charter School asked the Food Services Department to become their School Food Authority in order to meet the State meal mandate passed in 1975. The mandate requires school districts, including charter schools, to provide nutritious meals for all enrolled students. Vibrant Minds Charter School does not have adequate facilities to provide meal service to their students.

Current Consideration:
This one-year agreement to provide meals to Vibrant Minds Charter School generates revenue from meals served and provides a community service. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
This agreement generates revenue from meals served. (Cafeteria Funds)

Action:
The Board of Trustees approved the agreement with Vibrant Minds Charter School.

12.3 ***Agreements, Transportation***

Background Information:
The Board of Trustees has in past years approved the agreements to provide transportation services to the City of Cypress (Parks and Recreation), Samueli Academy, and Vibrant Minds Charter School (formerly GOALS Academy).

Current Consideration:
It is in the best interest of the District to provide transportation services to these groups. The agreements will be in effect July 1, 2021, through June 30, 2022.

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

Action:
The Board of Trustees approved the agreements.

12.4 ***Award of Bid***

The Board of Trustees was requested to award the following bid.

Bid#	Service	Award	Amount
2021-12	Magnolia High School Locker Room (Measure H Fund and/or Other Funds as Appropriate)	The Nazerian Group	$4,844,123

Action:
The Board of Trustees awarded Bid# 2021-12.

12.5 ***Piggyback Bids, Purchase Through Public Corporation or Agency***

Background Information:
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 onto other public agencies existing bids, our 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.

Current Consideration:
The District has been purchasing computer equipment and supplies from CDW Government, LLC (CDW-G). CDWG has access to a sufficient number of computer equipment in their supply chain to be able to deliver the devices on a timely basis for current distance learning requirements.

Staff has analyzed purchasing options for technology, peripherals, and related items and the following bid can continue to be utilized to acquire these products at their best value to meet current requirement: Irvine Unified School District-Bid-19/20-01, IT Technology

Equipment and Peripherals for the purchase of technology equipment, peripherals, and related items to CDW-G. Special pricing has been established for K-12 institutions in Orange County.

The use of the piggybackable contract is not exclusive and the District can purchase similar products from other suppliers as needed.

Budget Implication:
Most purchases have been to support distance learning and the amount is not to exceed $2,500,000. (Various Funds)

Action:
The Board of Trustees approved the use of the Irvine Unified School District-Bid-19/20-01 IT, Technology Equipment and Peripherals piggybackable bid pursuant to PCC 20118 for the purchase of technology, peripherals, and related items from CDW Government, LLC.

12.6 ***Increase to Bid 2019-17 Audio-Visual Equipment***

Background Information:
On March 5, 2019, at a regular meeting of the Board of Trustees, Bid 2019-17 Audio-Visual Equipment was awarded for the purchase of audio-visual items such as LCD projectors, LED televisions, classroom audio devices, document cameras, and other related equipment.

Current Consideration:
There is a need to purchase various audio-visual items including flat panels, projectors, and document cameras as part of the Learning Loss Mitigation technology strategy. These devices are included on our bid, but based on the quantities, the awarded amount would need to be increased. There are also other items that may need to be purchased on an as-needed basis and will also be included.

Budget Implication:
The total amount of the award is to be increased by $750,000, for a total amount of $2,750,000. (Learning Loss Mitigation Funds and Various Funds)

Action:
The Board of Trustees approved the increase of the award.

12.7 ***Piggyback Contract 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 Hewlett-Packard Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 utilizing the Master Price Agreement No. MNNVP-133 awarded by the State of Minnesota and the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA), including Amendment No. 3 to Contract MNNVP-133, and approved for use by the State of California Department of General Services through the California Participating Addendum 7-15-70-34-001.

Current Consideration:
NASPO/WSCA is an alliance consisting of many states throughout the United States that provides 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. Minnesota was the state that took the lead and processed a bid that resulted in an award of a contract to Hewlett-Packard Company. The District has been purchasing from Sehi Computer Products, Inc., an approved servicing contractor (authorized reseller) and also directly from the Hewlett Packard Company. This will allow staff to purchase equipment, services, and software through July 31, 2021, including any extensions of the agreement.

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 amount of the award is not to exceed $5,000,000. (Various Funds)

Action:
The Board of Trustees approved the use of the contract for the purchase of computer equipment, software, peripherals, and related services utilizing NASPO/WSCA Master Price Agreement No. MNNVP-133, including Amendment No. 3 to Contract MNNVP-133, approved for use by the State of California's Department of General Services through the California Participating Addendum 7-15-70-34-001 to Hewlett-Packard Company (Hewlett Packard Enterprise and HP. Inc.), directly or to the approved fulfilment subcontractor Sehi Computer Products, Inc.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

12.10 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo, the Board of Trustees ratified items 12.10, Exhibit EE, and 12.11 with the following roll call vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy
Abstain: Trustee O'Neal

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

Action:
The Board of Trustees ratified the reports March 30, 2021, through April 26, 2021.

12.12 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report March 30, 2021, through April 26, 2021.

12.13 **SUPPLEMENTAL INFORMATION**

12.13.1 ASB Fund, February 2021

12.13.2 Cafeteria Fund, February 2021

12.13.3 Enrollment, Month 8

EDUCATIONAL SERVICES

12.14 ***Triennial Review, Countywide Expulsion Plan for Expelled Students***

Background Information:
The Countywide Expulsion Plan for Expelled Students is reviewed every three years by the Orange County Department of Education and the 28 school districts located in Orange County, via county meetings that include representatives from each district. The entire plan is reviewed and gaps of services are identified.

Current Consideration:
The plan will provide educational services to expelled students according to Education Code Section 48916.1. This plan is created to address areas of concern for the years 2021-24.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the plan.

12.15 ***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, and 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 five Capturing Kids' Hearts sessions to District school sites. Services will be provided for up to 50 staff members in each session. The sessions will be scheduled in the summer and fall of 2021. The agreement will be signed following Board approval.

Budget Implication:
The total cost for the five sessions is not to exceed $121,000. (Expanded Learning Opportunity Grant Funds)

Action:
The Board of Trustees approved the agreement.

12.16 ***Statement of Work, University of California, Transcript Evaluation Service (TES)***

Background Information:
University of California School University Partnership (UC-SUP); includes University of California Office of the President (UCOP) programs, state programs (ARCHES-Multiple Pathways) and federal programs (FOCUS, GEAR UP, Math and Science Partnership [MSP], and TRIO). The goal of UC-SUP is to provide the highest quality education to students within the District in order to increase the number of educationally disadvantaged students prepared for higher education and the workplace, as well as for regular and competitive admission to the University of California. UC has provided secured technologies and web services to manually transfer and UC to accept personal demographic, academic, and other confidential individual record level data necessary to conduct the evaluation by the UC Transcript Evaluation Service (TES).

Current Consideration:
The University of California (UC) would like to continue to provide support to our District through the UC Transcript Evaluation Service (TES). TES will help determine student progress toward meeting the eligibility requirements for the California's public systems of higher education. For the 2021-22 year, TES would like to provide services to evaluate data at all of our District high schools. With these services, high schools will be better equipped to monitor student's progress in meeting A-G requirements. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the statement of work.

12.17 ***Income Agreement, Orange County Department of Education (OCDE)***

Background Information:
The Orange County Department of Education (OCDE) offers a variety of programs and trainings for our District. The Systematic Supervision training focuses on training classified staff on preventative strategies for supervising students in non-classroom settings.

Current Consideration:
OCDE provided training to District campus safety aides on systematic supervision. Services were provided August 6, 2019.

Budget Implication:
The total cost for this service is not to exceed $600. (General Fund)

Action:
The Board of Trustees ratified the agreement.

12.18 ***Educational Consulting Agreement, Mikva Challenge Grant Foundation, Inc.***

Background Information:
Mikva Challenge Grant Foundation is a nonpartisan 501(c)(3) organization, founded in 1997 as a tribute to former White House Counsel, Judge, and U.S. Congressman Abner Mikva and his wife Zoe, lifelong education activists. Mikva Challenge develops the next generation of civic leaders, activists, and policy-makers by providing young people with opportunities to actively participate in the political process. Mikva Challenge was founded on the simple premise that youth voice and participation matter and that our civic, as well as political life, will be stronger when youth participate and help shape their own future.

Current Consideration:
Mikva Challenge will provide the District with consulting services related to providing professional development, curriculum site licenses, student voice committee training, and AUHSD Project Soapbox Showcase collaborative planning, support, organizing, and event facilitation. Services will be provided May 7, 2021, through June 1, 2022.

Budget Implication:
The total cost for this service is not to exceed $60,000. (Expanded Learning Opportunity Grant Funds)

Action:
The Board of Trustees approved the educational consulting agreement.

12.19 ***Memorandum of Understanding (MOU), LGBTQ Center OC***

Background Information:
The LGBTQ Center OC is a nonprofit community-based organization that was established in 1971. Their programs are focused on empowerment, advocacy, and in speaking out against hate and discrimination. They serve LGBTQ youth, the transgender community, the Spanish-speaking LGBTQ community, and LGBTQ families. The LGBTQ Center OC provides services to more than 10,000 individuals annually across a broad spectrum of culture, ethnicity, age, and economic backgrounds.

Current Consideration:
The LGBTQ Center OC will provide mental health services, wellness programs, immigration resources, advocacy, and training to staff throughout our District. Services will be provided May 7, 2021, through June 30, 2026.

Budget Implication:
There is no cost to the District for the services offered by LGBTQ Center OC. There are costs associated with staff training of $150 per hour. The training is optional for the District.

Action:
The Board of Trustees approved the MOU.

12.20 ***Memorandum of Understanding (MOU), StandUp for Kids***

Background Information:
StandUp For Kids is a nonprofit charity that works directly with homeless youth across the country. It serves unaccompanied homeless youth and young parents with children of their own through their 25th birthday. Their ongoing mission is to end the cycle of youth homelessness.

Current Consideration:
StandUp For Kids, will continue to work with youth and school staff on school sites across the District. Their services include street outreach, outreach centers for youth to access services, mentoring through a group of volunteers, and assistance with emergency housing, linkage and connecting to shelters, as well as linkage transition housing services through the District. Services will be provided May 7, 2021, through June 30, 2026.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the MOU.

12.21 ***Memorandum of Understanding (MOU), Latino Health Access (LHA)***

Background Information:
Latino Health Access (LHA) partners with local community agencies to offer education and services in the area of health. LHA primarily focuses on engaging individuals in low-income communities. The agency's overall mission is to create healthier communities through a culturally competent and collaborative approach.

LHA received grant funding from the Orange County Health Care Agency to support schools in incorporating youth voices in mental health efforts. The terms of the grant require them to work directly with 35 local schools during the 2021-22 year as part of the Health Care Agency's efforts to address youth mental health and well-being.

Current Consideration:
LHA is committing to support District schools, specifically current youth clubs or student groups engaging in activities related to mental health and well-being. LHA will provide four workshops (virtual or in-person) for District students. The program also consists of three workshops for parents. Services will be provided May 7, 2021, through June 30, 2022.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the MOU.

12.22 ***Agreement, Second Harvest Food Bank School Pantry Program***

Background Information:
The mission of the School Pantry Program is to help alleviate child hunger in America through the provision of food to children and their families at school. School pantries are located on the grounds of a school intended to provide a more readily accessible source of food assistance to low-income students and their families.

Current Consideration:
The District will partner with Second Harvest Food Bank to provide the School Pantry Program to low-income students and their families. The Family and Community Engagement Specialists (FACES) will serve as site coordinators for the School Pantry Program. The program is open to all junior high schools in the District. At this time, Ball, Dale, Orangeview, and Sycamore junior high schools are currently participating in the program. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

12.23 ***Quote, Notable, Inc.***

Background Information:
The District purchased the licensing to the Kami application to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. Notable, Inc.'s application, Kami, provides teachers and students the ability to annotate documents via text, video, voice, and/or screen capture. The tool meets the communication and collaboration aspects of our 5Cs.

Current Consideration:
The District is reviewing Kami and other supplemental, educational technology applications during the 2021-22 year, to advocate for standard applications in the school years that follow. Kami is used in excess of two hundred thousand times per week. The quote provides Kami access to all students and staff. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $62,000. (ESSER Funds)

Action:
The Board of Trustees approved the quote.

12.24 This item was pulled prior to the adoption of the agenda.

12.25 ***Proposal, WeVideo, Inc.***

Background Information:
The District purchased the licensing to the WeVideo application to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. WeVideo, provides teachers and students a fully functioning video editor that works on all our devices, including Chromebooks. The platform also provides a 5GB per user or 45TB of pooled storage for our account. The tool meets the communication and creativity aspects of our 5Cs.

Current Consideration:
The District is reviewing WeVideo and other supplemental, educational technology applications during 2021-22 year, to advocate for standard applications in the school years

that follow. We have about 1,200 unique users uploading videos monthly. The proposal provides WeVideo access up to 9,000 students and/or staff. Services will be provided November 14, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $14,135. (ESSER Funds)

Action:
The Board of Trustees approved the proposal.

12.26 ***Order Form, Pear Deck, Inc.***

Background Information:
The District purchased the licensing to the Pear Deck application to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. Pear Deck, provides teachers an interactive presentation tool to actively engage students in individual and social learning. The tool meets communication, collaboration, creativity and critical thinking aspects of our 5Cs.

Current Consideration:
The District is reviewing Pear Deck and other supplemental, educational technology applications during 2021-22 year, to advocate for standard applications in the school years that follow. Users have created more than 28,000 presentations so far this year. The quote provides Pear Deck access to all students and staff. Services will be provided August 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $49,188.93. (ESSER Funds)

Action:
The Board of Trustees approved the order form.

12.27 ***Quote, Edpuzzle, Inc.***

Background Information:
The District purchased the licensing to the Edpuzzle application to augment the online learning experience for teachers and students. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Edpuzzle, provides teachers the ability interactive video lessons that can be embedded into learning management systems. The tool meets the communication and collaboration aspects of our 5Cs.

Current Consideration:
The District is reviewing Edpuzzle and other supplemental, educational technology applications during the 2021-22 year, to advocate for standard applications in the school years that follow. We have had 61 teachers actively using the software this year. The quote provides Edpuzzle access to all students and staff. Services will be provided August 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $23,420. (ESSER Funds)

Action:
The Board of Trustees approved the quote.

12.28 ***Order, Lucid Software Inc.***

Background Information:
The District purchased the licensing to the Lucid applications to augment the online learning experience for teachers and students. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Lucid Software, Inc.'s applications, Lucidchart, Lucidpress and Lucidspark, provides teachers and students the ability to create diagrams, workflows, and other types of charts. They can also perform desktop publishing and whiteboarding functions. The tool meets the communication, collaboration, creativity, and critical thinking aspects of our 5Cs.

Current Consideration:
The District is reviewing Lucid and other supplemental, educational technology applications during the 2021-22 year, to advocate for standard applications in the school years that follow. More than 2,300 staff and students are using the Lucid tools. The order form provides Lucidchart, Lucidpress and Lucidspark access to all students and staff. Services will be provided September 30, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $22,125. (ESSER Funds)

Action:
The Board of Trustees approved the order.

12.29 ***Agreement, SecureDocs Inc.***

Background Information:
The District has reviewed digital signature options for a variety of use cases for Business, Education, and Human Resources departments. Pricing models have been prohibitively expensive in the past. Recently, the District reviewed SecureDoc's product, Readysign.

Current Consideration:
ReadySign supports unlimited electronic signatures for contracts, invoices, letters, and other legally-binding documents at a fixed cost. Signatures are protected with 256-bit SSL encryption and are built in accordance with national and global compliance standards including the Uniform Electronic Transactions Act (UETA) and the United States Electronic Signatures in Global and National Commerce Act (ESIGN). The District intends to use ReadySign to digitally sign technology user agreements. Services are being provided May 1, 2021, through April 30, 2022.

Budget Implication:
The total cost for services is not to exceed $4,800. (ESSER Funds)

Action:
The Board of Trustees ratified the agreement.

12.30 This item was pulled prior to the adoption of the agenda.

12.31 ***Quote, Floop Edu, Inc.***

Background Information:
The District purchased the licensing to the Floop application to augment the online learning experience for teachers and students. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Floop, provides teachers the ability to actively engage students with a multi-medium feedback systems to improve feedback literacy. The tool meets communication and collaboration aspects of our 5 Cs.

Current Consideration:
The District is reviewing Floop and other supplemental, educational technology applications during the 2021-22 year, to advocate for standard applications in the school years that follow. The quote provides Floop access to 1,300 teachers. Services will be provided October 16, 2021, through June 30, 2022.

Budget Implication:
The total cost for this service is not to exceed $8,568.13 (ESSER Funds)

Action:
The Board of Trustees approved the quote.

12.32 ***Quote, Wallwisher, Inc. (dba Padlet)***

Background Information:
The District purchased the licensing to the Padlet application to augment the online learning experience for teachers and students. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Padlet, provides teachers the ability interactive video lessons that can be embedded into learning management systems. The tool meets the communication and collaboration aspects of our 5 Cs.

Current Consideration:
The District is reviewing Padlet and other supplemental, educational technology applications during the 2021-22 year, to advocate for standard applications in the school years that follow. Users had more than 330,000 posts, 49,000 comments, and 69,000 reactions this year. The quote provides Padlet access to all students and staff. Services will be provided June 30, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $44,574. (ESSER Funds)

Action:
The Board of Trustees approved the quote.

12.33 ***Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Placentia-Yorba Linda Unified School District (PLYUSD)***

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:
Placentia-Yorba Linda Unified School District (PLYUSD) has requested to enter into an MOU with the District permitting students from PLYUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from PLYUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services were provided February 1, 2020, through June 30, 2020.

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

Action:
The Board of Trustees ratified the MOU between the District and PLYUSD.

12.34 ***Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Placentia-Yorba Linda Unified School District (PLYUSD)***

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:
Placentia-Yorba Linda Unified School District (PLYUSD) has requested to enter into an MOU with the District permitting students from PLYUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from PLYUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 12, 2020, through June 30, 2021.

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

Action:
The Board of Trustees ratified the MOU between the District and PLYUSD.

12.35 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in AP environmental science. 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, May 7, 2021, through June 17, 2021.

Action:
The Board of Trustees approved the display.

12.36 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected books for dual enrollment, math, and world languages courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

HUMAN RESOURCES

12.37 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

12.38 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

12.39 ***Board of Trustees' Meeting Minutes***

March 4, 2021, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

13. **SUPERINTENDENT AND STAFF REPORT**

There was no report.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo said she attended a GASELPA meeting, ROP meeting, LCAP meeting, Orange County Delegate meeting, English Learner Roadmap workshop, Vietnamese Student Association meeting, Savanna High School Capstone, ROP Student of the Year interviews, and the Color and Light Show.

Trustee O'Neal shared he attended the Color and Light Show, a football game, and the Principals' meeting. Additionally, he thanked the presenters for their informative presentations.

Trustee Jabbar thanked the presenters and stated he attended an OCCORD presentation and a ROP meeting. In addition, he thanked the District for the support in vaccinating the community.

Trustee Smith stated she attended the Insurance Committee meeting.

Trustee Piercy reported she participated in the Opening of Schools Task Force meeting, Principals' meeting, Insurance Committee meeting, Ethnic Studies Task Force meeting, Student Discipline Committee meeting, Sister City Commission meeting, Lexington ACE interviews, OCSBA webinar, and the Color and Light Show.

15. **ADVANCE PLANNING**

15.1 ***Future Meeting Dates***

The next regular meeting of the Board of Trustees will be held on Thursday, June 17, 2021, at 6:00 p.m.

Thursday, June 24 (LCAP Approval)	Thursday, October 14
Thursday, July 15	Thursday, November 18
Thursday, August 12	Tuesday, December 14
Tuesday, September 14	

15.2 ***Suggested Agenda Items***

16. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:50 p.m. The roll call vote follows.

Ayes: Trustee Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

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
Special Meeting Minutes
Monday, May 24, 2021

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Piercy called the special meeting of the Anaheim Union High School District Board of Trustees to order at 4:33 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adopted the agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 4:34 p.m.

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

5.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 5:02 p.m.

5.2 ***Pledge of Allegiance***

President Piercy led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 ***Closed Session Report***

Board Clerk Smith reported the following actions taken during closed session.

5.3.1 The Board of Trustees unanimously voted to make the following transfers, effective July 1:

David Dorosky, from Lexington Junior High School to Ball Junior High School

Cynthia Lungren, from Katella High School to Magnolia High School

Lorena Stout, from Magnolia High School to Katella High School

The Board of Trustees unanimously voted to make the following appointments, effective July 1:

Lauren Choi, Assistant Principal, Lexington Junior High School

Quoc Nguyen, Assistant Principal, Dale Junior High School

Carlee Rasmussen, Assistant Principal, South Junior High School

Alison Bruner, Assistant Principal, Walker Junior High School

5.3.2 The Board of Trustees unanimously voted to make the following appointment, effective July 1:

Charles Ku, Program Administrator I

5.3.3 The Board of Trustees unanimously voted to make the following appointment, effective July 1:

Amanda Bean, Certificated Director

5.3.4 The Board of Trustees unanimously voted to make the following appointment, effective July 1:

Scott Reindl, Coordinator

5.3.5 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2021040213, resolving all issues in student's due process complaint by reimbursing residential treatment costs and a privately obtained assessment, as well as other reimbursements in the amount of $6,500.

5.3.6 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2021040746, resolving all issues in student's due process complaint by providing compensatory services and reimbursement in the amount of $3,750.

Carlee Rasmussen expressed she is really excited and humbled to serve the South Junior High School community, as well as grateful for the opportunity.

Alison Bruner stated she is thrilled to be joining Walker Junior High School and the District.

Lauren Choi said she is overjoyed to be part of Lexington Junior High School and become a great member of the team who helps make school a meaningful place.

Quoc Nguyen thanked everyone and relayed his excitement to join the District and Dale Junior High School. In addition, he shared he is ready to get started and serve the community.

Amanda Bean thanked the Board, Cabinet, as well as her family for the support. She also stated she is honored to accept the appointment and proud to continue to serve the District.

Scott Reindl reflected on his time at the District and thanked everyone for the honor to continue to bring the District's vision to life.

Charles Ku thanked the Board and Superintendent Matsuda, as well as communicated he will take this opportunity to help improve the lives of students and families in the District.

6. PUBLIC COMMENTS, OPEN SESSION ITEMS

There were no requests to speak.

7. ITEM OF BUSINESS

BUSINESS SERVICES

7.1 ***Consulting Services Agreement, Hernandez Consulting Services***

Background Information:
Coni Hernandez has over 25 years of experience in workers compensation, and 10 years in risk management services. She was the Director of Workers' Compensation for the Alliance of Schools for Cooperative Insurance Programs, overseeing 47 public educational agencies, as well as the Claims Manager and Senior Claims Examiner with Keenan & Associates. Mrs. Hernandez also holds certificates in Self-Insurance Administration, Workers' Compensation Claims Professional, and Certified Professional Disability Management.

Current Consideration:
The District would like to enter into contract with Coni Hernandez of Hernandez Consulting Services to provide risk management services, including workers' compensation, property and liability, as well as health benefits to support Business Services during the vacancy of the District's Director, Risk Management and Insurance. Services will be provided May 25, 2021, until the position is filled, or December 31, 2021.

Budget Implication:
The cost for these services is not to exceed $80,000 ($125 per hour). (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the consulting services agreement. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

7.2 ***Award of Bids***

The Board of Trustees was requested to award the following bids:

Bid#	Service	Award	Amount
2021-20	Anaheim High School Exterior Painting (Routine Restricted Maintenance Funds)	South Coast Painting	$241,000

2021-21	Gilbert High School (Trident) Exterior Painting (Routine Restricted Maintenance Funds)	Harbor Coating & Restoration	$117,000

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees awarded Bids# 2021-20 and 2021-21. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

HUMAN RESOURCES

7.3 ***Amended, Certificated Administrator Salary Schedule***

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

Current Consideration:
On May 6, 2021, the Board of Trustees approved the 2020-21 salary schedules for unrepresented employees including administrators, classified management, and confidential classifications. The amended certificated administrator salary schedule corrects the longevity amounts, as well as the doctorate stipend amount.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the amended 2020-21 salary schedule for administrators. The roll call follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

8. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 5:29 p.m. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

Approved _____
Clerk, Board of Trustees