

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: April 12, 2024

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

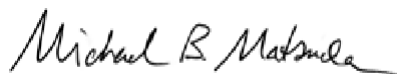
Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630

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

Thursday the 18th day of April 2024

Individuals requesting interpretation should contact the executive assistant to the
superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, April 16, 2024, to
allow reasonable arrangement to ensure interpretation services.

Closed Session-3:30 p.m.
Regular Meeting-6:00 p.m.



Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES

Agenda

Thursday, April 18, 2024

Closed Session–3:30 p.m.

Regular Meeting–6:00 p.m.

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

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, April 16, 2024, to allow reasonable arrangement to ensure interpretation services.

Some items on the agenda of the Board of Trustees’ meeting include exhibits of supportive and/or background information. These materials are also posted with the meeting agenda on the District website, www.auhsd.us, at the same time that they are distributed to the Board of Trustees.

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, April 16, 2024, to allow for reasonable arrangements to ensure accessibility to the meeting.

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

- 1. **CALL TO ORDER-ROLL CALL** **ACTION ITEM**
- 2. **ADOPTION OF AGENDA** **ACTION ITEM**
- 3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS** **INFORMATION ITEM**

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of three minutes; each topic is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

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

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

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

- 4.2 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2024010010).
- 4.3 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2024020476).
- 4.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No: 30-2023-01355842-CU-PO-WJC).
- 4.5 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Nien, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), Mid-Managers Association (MMA), and Anaheim Military Instructors Union (AMIU).
- 4.6 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release/appointment/reassignment.
- 4.7 To consider matters pursuant to Education Code Section 48918: Expulsion of students 23-12; 23-18; 23-20; and 20-22. **[CONFIDENTIAL]**

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

5.1 Reconvene Meeting

The Board of Trustees will reconvene into open session.

5.2 Pledge of Allegiance and Moment of Silence

Student Representative to the Board of Trustees Daniella Ruiz will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 Closed Session Report

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

6. RECOGNITIONS **INFORMATION ITEMS**

6.1 Simon Scholars

The Board of Trustees will recognize the students below, who have been chosen as Simon Scholars. This scholarship is a unique program that begins at the end of a student’s sophomore year in high school and continues through the completion of college. It is designed to help underserved students to excel academically and socially, so they can successfully complete a four-year college degree and pursue a meaningful career. Each Simon Scholar receives \$16,000 in programs, services, and support beginning their junior year. Upon graduation, the students who have met all the program requirements receive an additional \$16,000 college scholarship. In return for this support, Simon Scholars are expected to exhibit solid academic performance, high moral standards, and meaningful community service, while serving as role models for other youth.

Savanna High School
Samantha Aguilar
Ava Heredia
Fiorella Hernandez-Calderon
Ngan Le
Ruth Nguyen
Daniella Ruiz
Arfan Tarik

Anaheim High School
Andrew Campuzano
Marisa Hernandez
Juan Luvian
Steven Nava
Emma Ortiz
Alexa Reyes Cedillo
Rafael Salgado
Amy Valadez

Magnolia High School
Leslie Catarino
Alexander Flores
Citlali Gutierrez
Eduardo Hernandez
Quang Ho
Gianna Jaime
Laura Moran Diofron
Alexandra Perez
Kaden Phabmixay
Daniel Santana
Janesse Vu

Western High School
Rufino Brito
Natalia Carbajal
Elaine Gabriel
Jenisa Medina
Bryan Mendez
Emily Munoz
Ryan Rodriguez
David Torres
Valerie Torres
Alexis Vazquez
Ariana Verastegui

6.2 **Anaheim Union High School District Teachers of the Year**

The Board of Trustees will recognize teachers of the year, Elizabeth Hind, Ph.D., Joseph King, and Timothy Reed, who were among the 21 teachers identified as the Anaheim Union High School District's Teachers of the Year for the 2023-24 year. They have been selected to represent the District in the Orange County Teachers of the Year Program. **[EXHIBIT A]**

6.3 **Anaheim Union High School District Counselors of the Year**

The Board of Trustees will recognize counselors of the year, Mary Binford, Natalie Saldivar, and Kenia Sandoval-Rodriguez, as the Anaheim Union High School District's Counselors of the Year for the 2023-24 year.

6.4 **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 will honor the following individuals:

Lizette Barrios-Gracian	Teacher	Gilbert High School
Gary Brown	Principal	Loara High School
Wendy Dotan	Teacher	Loara High School
Crystal Edds	Secretary, Records	Western High School
Dave Monderine	Community Member	Get Safe USA

Aracely Portillo
Roy Sedeno

Teacher
Student

Savanna High School
Gilbert High School

7. **REPORTS**

INFORMATION ITEMS

7.1 **Student Representative's Report**

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

7.2 **Student Speakers**

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

7.3 **Reports of Associations**

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

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

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

8. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

INFORMATION ITEM

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of three minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

9. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

9.1 **School-Sponsored Student Organization**

ACTION ITEM

Background Information:

The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organization 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 has submitted a school-sponsored student organization application:

Transportation Technology Club, Savanna High School **[EXHIBIT B]**

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the school-sponsored organization application.

RESOLUTIONS

9.2 **Resolution No. 2023/24-B-15, Temporary Interfund Transfer** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The Board of Trustees is requested to adopt Resolution No. 2023/24-B-15, Temporary Interfund Transfer. 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 the 2024-25 year, cash low points can occur during the year, which may need to be covered temporarily.

Current Consideration:

This resolution will provide as much flexibility as possible for the 2024-25 year within the District's cash resources. It will allow for temporary interfund cash transfers from any fund to the General Fund.

Budget Implication:

There is no implication to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2023/24-B-15, by a roll call vote. **[EXHIBIT C]**

9.3 **Resolution No. 2023/24-B-16, School Lunch Hero Day** **ACTION ITEM**
(Roll Call Vote)

Background Information:

School Lunch Hero Day is a national celebration in honor of the hard-working individuals who prepare healthy meals for our students each school day. Between preparing healthy meals for Anaheim Union High School District and Anaheim Elementary School District students, adhering to strict nutrition standards, navigating student food allergies, as well as offering service with a smile and pride, school nutrition professionals are true heroes.

Current Consideration:

Resolution No. 2023/24-B-16 declares May 3, 2024, School Lunch Hero Day. The Board will recognize the contributions that food service workers make every day to improve the health and contribute to the success of the District's students.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is the recommendation that the Board of Trustees adopt Resolution No. 2023/24-B-16, by a roll call vote. **[EXHIBIT D]**

9.4 **Resolution No. 2023/24-HR-05, Day of the Teacher** **ACTION ITEM**
(Roll Call Vote)

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. Teachers in the Anaheim Union High School District dedicate themselves to public education, striving to build a better California.

Current Consideration:

Resolution No. 2023/24-HR-05 declares May 7, 2024, 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.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2023/24-HR-05, by a roll call vote. **[EXHIBIT E]**

9.5 **Resolution No. 2023/24-HR-06, National School Nurse Day** **ACTION ITEM**
(Roll Call Vote)

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 the critical services provided by school nurses to students and staff. National School Nurse Day accentuates the vital role of school nurses in promoting wellness now to ensure healthy futures.

Current Consideration:

Resolution No. 2023/24-HR-06 declares May 8, 2024, 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.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2023/24-HR-06, by a roll call vote. **[EXHIBIT F]**

9.6 **Resolution No. 2023/24-HR-07, Certificated Reduction in Force** **ACTION ITEM**
First Amendment
(Roll Call Vote)

Background Information:

On March 7, 2024, the Board of Trustees adopted Resolution No. 2023/24-HR-03, which authorized the District to begin reducing expenditures with the 2023-24 projected adopted

budget. These needed reductions contemplate a reduction or elimination of certain particular kinds of services and necessitate a corresponding reduction in force among personnel in certificated positions (Education Code Sections 44949 and 44955).

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

Current Consideration:

This amended resolution amends the total number of certificated positions being reduced or eliminated as a result of the reduction in force, due to the reduction or elimination of certain particular kinds of services performed by certificated employees, pursuant to Education Code Sections 44949 and 44955.

Budget Implication:

The reduction in force will reduce costs by approximately \$18.4 million.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2023/24-HR-07, by a roll call vote. **[EXHIBIT G]**

9.7 **Resolution No. 2023/24-BOT-05, Compensation for Board Meeting ACTION ITEM (Roll Call Vote)**

Background Information:

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

Current Consideration:

Trustee Piercy was not present at the April 18, 2024, Board of Trustees' meeting due to illness.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2023/24-BOT-05, by a roll call vote. **[EXHIBIT H]**

BUSINESS SERVICES

9.8 **Selection of Lease-Leaseback Contractor for Cook Auditorium Theatrical Rigging Upgrade, RFP #2024-14** **ACTION ITEM**

Background Information:

Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Cook Auditorium Theatrical Rigging Upgrade (Project), as previously approved by the Board of Trustees. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to school districts for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, as well as requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:

The District issued RFP #2024-14 inviting contractors to submit qualifications and proposals to perform the work associated with the subject Project, as well as for preconstruction services. Staff received proposals from prequalified contractors. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommends to the Board of Trustees the selection of Neff Construction, Inc. as the LLB contractor for the Project, based on the fact it achieved the highest best value score pursuant to the criteria outlined in the RFP. Next, staff will commence negotiations with the selected contractor for preconstruction services, and for the final LLB agreement, which will include the guaranteed maximum price (GMP), and other related costs.

Budget Implication:

There is no budget impact for the selection of the LLB contractor. The final LLB agreement, which includes the GMP, and the preconstruction services agreement, will be presented to the Board of Trustees for ratification at an upcoming Board meeting.

Staff Recommendation:

It is recommended that the Board approve the selection of Neff Construction, Inc. as the LLB contractor pursuant to RFP #2024-14, for the Cook Auditorium Theatrical Rigging Upgrade, and delegate authority to the assistant superintendent, Business to (1) negotiate and enter into the LLB agreement pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board, subject to minor revisions approved by staff and legal counsel; (2) negotiate and enter into a preconstruction services agreement, subject to approval by staff and legal counsel; and (3) take all steps and perform all actions necessary to execute and implement the LLB agreement and the preconstruction services agreement, as well as to take any actions deemed necessary to best protect the interest of the District, all subject to ratification by the Board of Trustees.

9.9 **Agreement, Transportation, Ivycrest Montessori School** **ACTION ITEM**

Background Information:

The Board of Trustees has previously approved agreements to provide transportation services to third parties, such as private schools and other school districts.

Current Consideration:

Ivycrest Montessori School, a private school, is requesting the District to transport students for field trip needs. The agreement will be in effect July 1, 2024, through June 30, 2025.

Budget Implication:

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

Staff Recommendation:

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

9.10 **Piggyback Bid, Purchase through Public Corporation or Agency, Flooring Services** **ACTION ITEM**

Background Information:

To better upkeep the District facilities, the Maintenance and Operations Department has created five and ten year maintenance plans, which include installing new carpet, resilient or epoxy flooring, and polished concrete in several classrooms throughout the year. Classrooms and other spaces are selected for this upgrade based on prioritizing their current flooring conditions.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Mike's Custom Flooring, Inc., that will allow other agencies, including local districts, to purchase flooring material, removal, and installation services. The material and services will be purchased utilizing DGS CMAS contracts 4-23-03-1040, 4-23-03-1070, and 4-23-03-1071. The District will utilize the contracts pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100. Utilizing the CMAS contracts is in the best interest of the District.

Budget Implication:

The annual combined not to exceed cost for the CMAS contracts is \$600,000, April 19, 2024, through October 11, 2024, including any extensions. (Deferred Maintenance and Facilities Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve utilizing DGS's CMAS contracts 4-23-03-1040, 4-23-03-1070, and 4-23-03-1071 with Mike's Custom Flooring, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

9.11 **Piggyback Bid, Purchase through Public Corporation or Agency, Video Surveillance Camera Maintenance** **ACTION ITEM**

Background Information:

The District has approximately 1,600 Hanwha video surveillance cameras in use that were provided and installed by HCI Systems, Inc (HCI). The cameras require maintenance and cleaning to continue to operate as intended. HCI can provide quarterly Districtwide preventative maintenance on the cameras that will include the inspection and cleaning of camera lenses, replacing damaged lenses, adjusting and focusing of the cameras, as well as reviewing event logs to correct any equipment errors.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract available to state and local agencies through the California Multiple Awards Schedule (CMAS) with HCI. This service will be purchased utilizing DGS CMAS contract 3-24-02-1033.

The District will use the CMAS contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100. The CMAS purchase is in the best interest of the District.

Budget Implication:

The annual cost for the CMAS contract is \$75,500, for a total not to exceed cost of \$226,500, for services April 19, 2024, through April 18, 2027, including any extensions of the CMAS. (Maintenance Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of services for camera maintenance utilizing DGS's CMAS contract 3-24-02-1033 with HCI Systems, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

9.12 **Amendment, Agreement, Pharmacy Benefit Management Services, Anthem/Carelon Rx** **ACTION ITEM**

Background Information:

The District uses a third-party administrator as the pharmacy benefit manager of its self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans. Based upon the requirement to market the services every three years, Anthem/Carelon Rx presented the most cost-effective benefit pharmacy management program to the District's Insurance Committee.

Current Consideration:

The Pharmacy Benefit Management Services agreement allows Anthem/Carelon Rx to provide prescription dispensing and claims processing for the PPO and EPO medical plans. The agreement for pharmacy services became effective January 1, 2024, through December 31, 2026.

Budget Implication:

The total cost is anticipated to be \$47,700,000, for the full term of the agreement, but actual costs may be more or less based on usage. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with Anthem/Carelon Rx. **[EXHIBIT J]**

9.13 **Award of Bid, Renewable Natural Gas (RNG) and Low Carbon Fuel Standard/Renewable Identification Number Credit Program** **ACTION ITEM**

Background Information:

In 2009, the California Air Resources Board (CARB) approved the Low Carbon Fuel Standard (LCFS), one of nine early action measures to reduce the State's greenhouse gas (GHG) emissions that cause climate change. The LCFS is a key part of a comprehensive set of programs to cut GHG emissions and other smog-forming, as well as toxic air pollutants by improving vehicle technology, reducing fuel consumption, and increasing transportation mobility options.

The Renewable Fuel Standard (RFS) program was created under the Energy Policy Act of 2005, a national policy that requires a certain volume of renewable fuel to replace or reduce the quantity of petroleum-based transportation fuel, heating oil, or jet fuel. There are four renewable fuel categories under the RFS: biomass-based diesel, cellulosic biofuel, advanced

biofuel, and total renewable fuel. Renewable Identification Numbers (RINs) are credits used for compliance, as well as the "currency" of the RFS program, which can be traded to purchase renewable fuel and additional RINs or the purchase of RINs.

Current Consideration:

The District's goal is to reduce its energy costs and greenhouse gas emissions while maintaining the highest possible degree of reliability and quality in its natural gas supply.

The District operates 15 Compressed Natural Gas (CNG) school buses. In addition, the District owns and operates one CNG fueling station obtained through a grant from South Coast Air Quality Management District (SCAQMD). Delivery of uncompressed natural gas is currently being provided on-demand through Southern California Gas Company's (SoCalGas) service lines to the District's CNG station. A Request for Proposals (RFP) was received from three proposers to provide revenue shares of RNG production.

The Board of Trustees is requested to award the following bid from the most responsible and responsive bidder:

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
RNG RFP	Monetization of LCF/RIN Credit	Maas Energy Works	Revenue Generating

Budget Implication:

There is no impact to the budget, as this is a revenue-generating agreement.

Staff Recommendation:

It is recommended that the Board of Trustees approve the award with Maas Energy Works to monetize LCFS/RIN credits generated. **[EXHIBIT K]**

EDUCATIONAL SERVICES

9.14 **Agreement, Niche.com**

ACTION ITEM

Background Information:

Niche.com is the nation's leading school search website with over 29 million families using their site to research schools in 2023. The Los Angeles Area in particular had over 3.3 million views from families looking for a new K-12 school last year. Their audience and therefore, the people we will be advertised to, consists of individuals researching schools within the Los Angeles area (including online schools), those moving into the area, and even those researching our competitor schools directly. They work with over 100 other online public high schools currently and are driving significant results for schools that are similar to Cambridge Virtual Academy (CVA).

Current Consideration:

CVA would like to start a partnership with Niche.com with the intent to increase awareness and student enrollment by utilizing Niche's digital marketing services. Niche knows who is looking for a new school, when they are looking, and what they are looking for; therefore, with comprehensive resources and an experienced marketing team, they can market CVA and AUHSD directly to the families, who are relevant to us throughout the year. Their platform will allow us to expand awareness, bring interested families, and increase enrollment to our school. Services will be provided May 1, 2024, through April 30, 2025. This agreement will be signed following Board approval.

Budget Implication:

The total cost for these services is not to exceed \$15,990. (General Fund)

Staff Recommendation:

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

HUMAN RESOURCES

9.15 **Revised Board Policy 8708, Sexual Harassment, Students, First Reading** **INFORMATION ITEM**

Background Information:

Board Policy 8708, Sexual Harassment, Students, provides the procedure for students to make complaints alleging sexual harassment. The policy was last revised in 2022.

Current Consideration:

The Board of Trustees is requested to review the first reading of revised Board Policy 8708, Sexual Harassment, Students. The revised policy includes new contact information for complaint submission as well as complaint investigation options.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review revised Board Policy 8708, Sexual Harassment, Students. **[EXHIBIT M]**

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

Background Information:

The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) for the 2023-24 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 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.

9.17 **Adoption of the 2023-24 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 4.5 percent increase on the salary schedule retroactive to July 1, 2023.

Budget Implication:

The increase for the 4.5 percent salary schedule increase will impact the budget with an additional estimated expense of \$2,539,322 per year. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2023-24 collective bargaining agreement with CSEA. **[EXHIBITS N and O]**

9.18 **Public Hearing, Disclosure of Collective Bargaining Agreement with MMA** **INFORMATION ITEM**

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 the 2023-24 year in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 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.

Staff Recommendation:

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

9.19 **Adoption of the 2023-24 Collective Bargaining Agreement with MMA** **ACTION ITEM**

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 4.5 percent increase on the salary schedule retroactive to July 1, 2023.

Budget Implication:

The increase for the 4.5 percent salary schedule increase will impact the budget with an additional estimated expense of \$111,774 per year. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2023-24 collective bargaining agreement with MMA. **[EXHIBITS P and Q]**

10. **CONSENT CALENDAR**

ACTION ITEM

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

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

BUSINESS SERVICES

10.1 **Award of Bid, Food Service**

Background Information:

The Food Services Department (FSD) strives to offer a variety of meal options for the District’s students, and pizza is an item that remains popular among the students. As such, FSD would like to continue to make pizza available on its menus. Requests for Proposals (RFP) were received from five vendors for the purchase of various fresh baked pizza items that will be served as part of the National School Lunch Program in Anaheim Union High School District and Anaheim Elementary School District schools.

Current Consideration:

This bid will establish discounted pricing and fulfill federal, state, and local formal bidding requirements. The amount shown below is the best annual estimate and actual amounts expended could be higher or lower based on actual orders.

The Board of Trustees is requested to award the following bid from the lowest, most responsible, and responsive bidder.

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2024-12	Fresh Baked Pizza and Related Items	Papa Johns	\$750,000

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 Bid 2024-12, pursuant to Public Contract Code 20111, to Papa Johns, for the purchase of various fresh baked pizza and related items for up to three years, renewable annually by the District's assistant superintendent of Business Services.

10.2 **Agreement, Health Science Associates**

Background Information:

At the May 2022 Board meeting, the Board of Trustees approved the agreement with Health Science Associates (HSA) to perform quarterly asbestos inspections, sampling, and testing for the swimming pools at Katella, Savanna, and Western high schools. The agreement has expired and it is important to continue the quarterly services for student safety.

Current Consideration:

The District desires to continue utilizing HSA to conduct the quarterly services for the pools at Savanna and Western high schools. These services are no longer needed for the Katella High School pool as it is currently undergoing a major renovation.

Budget Implication:

Services will be provided at an annual not to exceed cost of \$17,400 for quarterly inspections, sampling, and testing. Services will be provided April 19, 2024, through April 18, 2025. (Maintenance Funds)

Staff Recommendation:

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

10.3 **Amendment No. 7 Lease-Leaseback Agreement, Erickson-Hall Construction Co., Magnolia High School New Construction and Modernization, RFP #2022-20**

Background Information:

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

Current Consideration:

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

Construction is currently underway for the work initially approved by the Board of Trustees, including the work authorized under Amendments No. 1 through No. 6. Additional scope of work has been developed, specifically for the construction of the Site Drainage Improvement project. Erickson-Hall bid the subcontractor packages to various companies for the additional scope of work and has identified the subcontractors they plan to use on the Project. Staff has negotiated the LLB agreement amendment, which includes the

guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board of Trustees. The LLB agreement shall be amended to include the additional scope of work under Amendment No. 7.

Budget Implication:

The current GMP, associated contingencies, and allowances for the originally bid work is \$56,430,077. The LLB agreement's GMP will be amended by a combined amount of \$1,380,580 to incorporate the additional scope of work as described above under Amendment No. 7. The total Project costs for the amended GMP including District contingencies and allowances will not exceed \$57,852,075. (Developer Fee Funds, Special Reserve Fund for Capital Outlay Projects, and/or other funds as appropriate)

Staff Recommendation:

It is recommended that the Board ratify Amendment No. 7 to the LLB agreement with Erickson-Hall. **[EXHIBIT S]**

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

Staff Recommendation:

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

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

Staff Recommendation:

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

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports February 27, 2024, through April 3, 2024. **[EXHIBITS V and W]**

10.7 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report February 27, 2024, through April 3, 2024. **[EXHIBIT X]**

10.8 **SUPPLEMENTAL INFORMATION**

10.8.1 ASB Fund, February 2024 **[EXHIBIT Y]**

10.8.2 Cafeteria Fund, January 2024 **[EXHIBIT Z]**

10.8.3 Enrollment, Month 7 and Month 8 **[EXHIBITS AA and BB]**

EDUCATIONAL SERVICES

10.9 **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 in 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 2024-27. At the request of the Orange County Department of Education, the expulsion plan has been signed prior to Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the plan. **[EXHIBIT CC]**

10.10 **Memorandum of Understanding (MOU), Orange County Human Relations dba Groundswell**

Background Information:

The Orange County Human Relations Council (OCHRC) and the District have a long-standing relationship that dates back to 1998, when OCHRC partnered with the District in a program called Bridges. OCHRC, which is now Groundswell, has committed to work with District school site teams for the purpose of establishing a comprehensive school inter-group relations program. Groundswell agrees to provide services, which include, but are not limited to: The BRIDGES Safe and Respectful Schools Program and the Restorative Schools Program for selected school sites in the District.

Current Consideration:

LEAD is the administrative credential program the District does in partnership with California State University, Fullerton. Groundswell will facilitate equity-oriented trainings, tailored to the school context, to support the candidates in our LEAD program in their approach to relationship building, as well as navigating conflict and harm. Additionally, Groundswell will share and utilize their Equity Literacy framework with our LEAD candidates, so they're empowered to help address inequities on school campuses and within the community. Services are being provided April 6, 2024, through May 11, 2024.

Budget Implication:

The total cost for these services is not to exceed \$4,000. (Stuart Foundation Grant Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the MOU. **[EXHIBIT DD]**

10.11 **Agreement, Marin County Office of Education, The California Collaborative for Educational Excellence (CCEE)**

Background Information:

The California Collaborative for Educational Excellence (CCEE) is a statewide agency designed to help deliver on California's promise of a quality, equitable education for every student. CCEE does this by working collaboratively with other state agencies, partner agencies, county offices of education (COEs), as well as stakeholders. CCEE plays a critical role in strengthening and growing California's system of support, a component of the state's accountability system whose guiding principles include local control and continuous improvement.

CCEE's Research Practice Partnership (RPP) is an initiative developed by the CCEE. The intent of the RPP is to provide initial implementation and research support through the provision of funding, as well as designated CCEE staff assistance for the purpose of implementing a particular project, program, or initiative, with the ultimate goal of helping a selected local educational agency make informed systemic decisions that result in improved student outcomes.

Marin County Office of Education is the administrative agent for CCEE.

Current Consideration:

The District has been selected to engage in the RPP with CCEE and WestEd (CCEE designee) to share the work around the District's focus on capturing student-level data with the 5Cs reflection. As part of the Graduate Student Profiles Innovation Pilot, led by Scaling Student Success, the District's vision, mission, and core values, as well as the practices to measure it have emerged as a promising practice to learn from statewide. The District will enter into agreement with CCEE to participate in focus groups, interviews, as well as produce a publication, CCEE Spotlight, to highlight how the District's practices have improved student outcomes and be a blueprint for other districts to kickstart their own initiatives. Services are being provided March 1, 2024, through June 30, 2024. The agreement will be signed following Board approval.

Budget Implication:

The District will be compensated up to \$20,000.

Staff Recommendation:

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

10.12 **Amendment, Agreement, Class Chat, LLC**

Background Information:

The Board of Trustees approved a contract with Class Chat, LLC on May 4, 2023, to be used at Cambridge Virtual Academy, Cypress High School, and Walker Junior High School. The teacher-to-student communication application was developed by a District alumnus, currently a student at California State University, Long Beach.

Current Consideration:

In addition to the three aforementioned school sites, the District is requesting to expand access to Anaheim High School and will be able to evaluate the application at all additional school sites through the rest of 2024. Services will be provided May 1, 2024, through July 31, 2025.

Budget Implication:

The total cost for these services is not to exceed \$19,308. (LCFF Funds)

Staff Recommendation:

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

10.13 **Agreement, ALTA Language Services, Inc.**

Background Information:

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

Current Consideration:

ALTA Language Services Inc. provides language proficiency testing to high school students in more than 90 languages, including low-density languages that are often not available from other testing providers. It is projected that this demand for Seal of Biliteracy throughout the District will continue to increase in the 2023-24 and 2024-25 years. Services are being provided March 8, 2024, through March 8, 2025.

Budget Implication:

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

Staff Recommendation:

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

10.14 **Amendment, Agreement, Girls Incorporated of Orange County (Girls Inc.)**

Background Information:

Girls Inc. is a private, nonprofit agency, which has been serving girls ages 4 to 18 years, since 1954. They are an affiliate of the national Girls Inc., which serves approximately 125,000 girls annually across the United States and Canada. Girls Inc. develops research-based supplemental educational programs that encourage girls to master physical, intellectual, as well as emotional challenges. The programs focus on career and life planning, health education, leadership, community action, self-reliance, and life skills; as well as cultures and heritage, academic achievement, participation in sports, excellence in math, science, and technology.

Current Consideration:

The District would like to extend the current agreement with Girls Inc. to provide a comprehensive supplemental summer program called Eureka, for 100 girls that promotes positive body image, good nutritional and social habits, communication skills, and leadership traits at school sites interested in participating throughout the District. Girls Inc. will work collaboratively with school counseling departments and site staff to refer students to the programs, as well as to monitor students who have participated in the programs. The program will be held at Anaheim High School. The students at Anaheim High School are guaranteed 50 percent of the spots available for the program. Services will be provided June 3, 2024, through June 28, 2024.

Budget Implication:

Increase the amount of the agreement by \$9,000, for the total cost not to exceed \$29,000. (LCFF Funds)

Staff Recommendation:

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

10.15 **Amendment, Orange County Department of Education (OCDE), School-Based Health Incentive Program (SBHIP)**

Background Information:

The Department of Health Care Services (DHCS) designed and implemented the School-Based Health Incentive Program (SBHIP) to increase access to preventive, early intervention and behavioral health services by school-affiliated behavioral health providers in K-12 public schools. DHCS allocated \$389 million to be designated over a three-year period, January 1, 2022, through December 31, 2024, for incentive payments to Medi-Cal managed care plans (MCPs) to support districts across the state of California.

CalOptima, Orange County's Medi-Cal managed care plan provider, received \$25,259,748 to support efforts associated with targeted interventions that increase access to preventive, early intervention, and behavioral health services by school-affiliated behavioral health providers in public schools. CalOptima partnered with OCDE, and in collaboration with community-based providers, developed a plan that distributed funds to mental health care agencies across Orange County. The SBHIP allocation to eligible school districts is 10 million.

Current Consideration:

OCDE requested an amendment that will allow for the District to receive 100 percent of funds and not wait for portions of it to be distributed during a two-year period. The current agreement with OCDE was approved by the Board of Trustees on November, 17, 2023. The District's allocation is \$264,160.96, for the term of November 17, 2023, through June 30, 2025.

OCDE and CalOptima have approved the proposed District budget that supports the expansion of services related to universal mental health screenings through Heads Up Check Up, Inc., and the addition of a Child Welfare and Attendance Liaison who will support chronic absenteeism, truancy, as well as attendance efforts with homeless youth, foster youth, and youth with mental health disorders.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.16 **Agreement, JLM Psychological Services**

Background Information:

JLM Psychological Services provides threat assessment evaluations of students and their families at the request of the District to help determine the next steps, support, and services. JLM Psychological Services also provides assessment evaluations for students as requested by the Department of Mental Health, Student Support Services, as well as Special

Youth Services. JLM Psychological Services serves as an independent and neutral party that provides valuable information for the family and the District to best support the student.

Current Consideration:

JLM Psychological Services is used by the District when there is a need for an in-depth assessment, a significant concern that a student may be a danger to self or others, and/or requires further emergency assessment. JLM Psychological Services staff will provide clinical evaluations that must be conducted by a clinical psychologist. The staff members that will support the assessment, give recommendations, and provide a written report include Dr. Megan L. Dennison and Dr. Jeannette L. Morgan. Services will be provided April 19, 2024, through June 30, 2025.

Budget Implication:

The total cost is not to exceed \$50,000 per year. (LCFF Funds)

Costs per student will be determined by what the District is requesting per student referral aligned with the type of service outlined on JLM Psychological Services' fee schedule.

Staff Recommendation:

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

10.17 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Garden Grove Unified School District**

Background Information:

The District operates several unique special education programs that are not available in some local school districts. School districts may enter agreements to provide services to special education students who 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:

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

Budget Implication:

GGUSD will fund these services per the billing agreement between GGUSD and AUHSD/Greater Anaheim SELPA.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the MOU. **[EXHIBIT KK]**

10.18 **Instructional Materials Submitted for Adoption**

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

Staff Recommendation:

It is recommended that the Board of Trustees adopt the selected materials. **[EXHIBIT LL]**

10.19 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in science. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider the adoption of the materials following the end of the period of public display, April 19, 2023, through May 4, 2023.

Staff Recommendation:

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

10.20 **Individual Service Contracts**

Staff Recommendation:

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

10.21 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES

10.22 **Amendment, Agreement, Atkinson, Andelson, Loya, Rudd & Romo, PC**

Background Information:

The Board of Trustees approved an attorney-client retainer agreement with Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR), on June 15, 2023, for legal services, which are not provided by attorneys at the Orange County Department of Education, July 1, 2023, through June 30, 2024, at a cost not to exceed \$250,000.

Current Consideration:

This agreement is for legal services related to Human Resources, and staff has determined that an increase to the amount of the agreement by an additional \$150,000 is needed.

Budget Implication:

Increase the amount of this agreement by \$150,000, for a total cost not to exceed \$400,000. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment.

10.23 **2023-24 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. 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, 2024, through March 31, 2024, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.24 **Agreement, Department of General Services (DGS), Office of Administrative Hearings (OAH)**

Background Information:

The District has an agreement in place with OAH to provide the services of Administrative Law Judges for the purpose of conducting hearings pursuant to Government Code Section 27727 when required.

Current Consideration:

The Board of Trustees is requested to approve the agreement with OAH. The term of this agreement is March 12, 2024, through March 11, 2029.

Budget Implication:

The total cost is not to exceed \$100,000. (General Fund)

Staff Recommendation:

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

10.25 **Certificated Personnel Report**

Staff Recommendation:

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

10.26 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

10.27 **Conferences and/or Meetings**

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

S-TAC Deep Dive Learning Exchange, May 14, 2024, through May 15, 2024, Redding, CA, at a cost not to exceed \$900. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve for the superintendent to attend the conference.

10.28 **Conferences and/or Meetings, CSBA Delegate Assembly**

It is recommended that the Board of Trustees approve the attendance to the following conference for Trustee Annemarie Randle-Trejo with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

2024 California School Boards Association (CSBA) Delegate Assembly, May 18, 2024, through May 19, 2024, Sacramento, CA, at a cost not to exceed \$1,400. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve Trustee Annemarie Randle-Trejo's attendance to the conference with payment of necessary expenses.

10.29 **Board of Trustees' Meeting Minutes**

March 7, 2024, Regular Meeting [EXHIBIT TT]

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

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

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

13. **ADVANCE PLANNING** **INFORMATION ITEM**

13.1 **Future Meeting Dates**

The next meeting of the Board of Trustees will be held on Tuesday, May 7, 2024, at 6:00 p.m.

Thursday, June 6 (LCAP)

Thursday, June 13

Thursday, July 18

Thursday, August 8

Thursday, September 12

Thursday, October 17

Thursday, November 14

Thursday, December 12

Thursday, December 19

13.2 **Suggested Agenda Items**

14. **ADJOURNMENT** **ACTION ITEM**

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, April 16, 2024.



2023-2024 TEACHERS OF THE YEAR NOMINEES

SCHOOL SITE	TEACHER	SUBJECT(S)
Anaheim High School	Kathy Shamrell	Science
Ball Junior High School	Bicky Dang	Mathematics
Brookhurst Junior High School	Stephanie Pinedo-Topete	Spanish
Cambridge Virtual Academy	Kasey Spencer	English
Cypress High School	Mary Jo Labrie	Adult Transition
Dale Junior High School	Sussanne Miranda	AVID
Gilbert High School	Brady Michel	Special Education
Hope School	Joseph King*	Adult Transition
Katella High School	Matt Majewski	Social Science
Kennedy High School	Timothy Reed*	Special Education
Lexington Junior High School	James Licata	Mathematics, CTE
Loara High School	Edward Prange	Physical Education
Magnolia High School	Sheri Rothwell	English
Orangeview Junior High School	William (Brody) Hoffman	Digital Multimedia
Oxford Academy	Elizabeth Hind, Ph.D.*	English
Polaris Independent Study	Joel Schwartz	Social Science
Savanna High School	Fernando Penaloza	Music
South Junior High School	Linh Ho	Science
Sycamore Junior High School	Christine Awadallah	Physical Education
Walker Junior High School	Maggie Mermilliod	English
Western High School	Karen Clark Yamamoto	Government and Economics

**Selected as District Teacher of the Year*

Application for curriculum-related Student Organizations

CLICK AND ENTER DATA

Name of Organization: Transportation Technology Club	School: Savanna High School
--	---------------------------------------

Name(s) of student(s) making application:
Naomi Prunchak

Staff Sponsor(s):
Mr. Sanchez

List purposes, objectives, and activities of the organization (attach a copy of Constitution and By-Laws)
Learn about different career opportunities and different types of transportation mechanics. B

Proposed meetings:

Day(s):	Every other monday	Time(s):	After school (3:17)	Location:	Room 32, Auto shop
----------------	-----------------------	-----------------	------------------------	------------------	--------------------

Special equipment? No Yes – Describe:

How are officers elected? Group vote, majority vins.	Term? Entire school year.
--	-------------------------------------

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

It will be an extension of the automotive program. We will go on fieldtrips to universities, trades schools, and colleges relating to the topic to learn about engineering programs, transportation programs, and driving programs. There will also be field trips to races, museums, car shows and informational presentations. We will participate in a solar race.

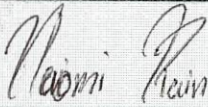
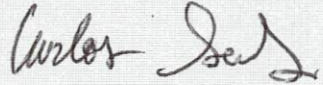
Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:

The supervisor will be observing and informing students when they have questions on topics pertaining to the subject.

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

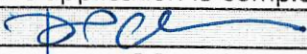
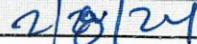
Describe how funds will be raised and for what purpose:
We will be raising funds to pay for field trips, uniforms, prizes, and food.

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


Signature of the student making the application:	
The printed name of the student making the application:	Naomi Prunchak
Signature of the faculty sponsor:	
The printed name of faculty sponsor:	Mr. Sanchez Carlos Sanchez

Faculty sponsor: I have reviewed this application and

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

  2/8/24

Signature of School Principal: Mike Pooley **Date:**

Signature of Assistant Superintendent of Education:		Date:
 Dr. Jaron Fried		3/14/24
Education Office Use Only:		
Board of Trustees action:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:

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



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

**TEMPORARY INTERFUND TRANSFER
(General Fund and Various Funds)**

April 18, 2024

Resolution No. 2023/24-B-15

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

WHEREAS, the Governing Board of the Anaheim Union High School District has determined that the funds held in any account may be temporarily transferred to another fund or account of the District for payment of obligations to cover cash flow requirements during the 2024-25 fiscal year, and

WHEREAS, the Education Code of California Section 42603 authorizes the Governing Board to temporarily transfer money held in any fund to another fund for payment of obligations of the District, and

WHEREAS, such a transfer can be made not more than twice within a fiscal year from the same fund or account and only when the District will receive income sufficient to repay the amount transferred, and

WHEREAS, no more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred pursuant to the provision of this section during that fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board authorizes the Administration to make temporary transfers to cover cash flow requirements from various funds to the General Fund.

BE IT FURTHER RESOLVED, that the amount transferred shall be repaid or transferred back to the original fund from the General Fund either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 days of a fiscal year.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on April 18, 2024, by the following votes.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 18th day of April 2024, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of April 2024.

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

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

School Lunch Hero Day

RESOLUTION NO. 2023/24-B-16

April 18, 2024

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

WHEREAS, nutritious meals at school are an essential part of the school day; and

WHEREAS, the staff of the District’s school meals and nutrition department are committed to providing healthful, nutritious meals to the District’s children; and

WHEREAS, the men and women who prepare and serve school meals help nurture our children through their daily interaction and support.

NOW, THEREFORE, BE IT RESOLVED, that the Anaheim Union High School District Board of Trustees observes May 3, 2024, as School Lunch Hero Day, to express its deep appreciation to these valuable employees and commends their good work on behalf of children.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on April 18, 2024, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 18th day of April 2024, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of April 2024.

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

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

Day of the Teacher

May 7, 2024

RESOLUTION NO. 2023/24-HR-05

April 18, 2024

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

WHEREAS, quality education is key to progress, success, and meeting the challenges of a changing world; and

WHEREAS, the role of the classroom teacher cannot be overemphasized, for they are the single most influential factor in a child's education; and

WHEREAS, teachers fill many roles, including listener, role model, motivator, and mentor; and

WHEREAS, our teachers are at their best when they hold students to high expectations, challenge them to think critically, push them to excel in the face of any obstacle, and guide their development into contributing citizens; and

WHEREAS, excellent teaching is a labor of love, and our dedicated professionals often use their own resources and work evenings and weekends to enhance and enrich the daily learning experiences of their students with innovative lessons; and

WHEREAS, District teachers strive to make every classroom an exciting environment where productive and useful learning can take place and each student is encouraged to grow and develop; and

WHEREAS, District teachers are dedicated to providing students optimum opportunities for success and fulfillment, as well as motivating students to reach high levels of achievement.

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees observes May 7, 2024, as California Day of the Teacher, to salute the teachers who mold and educate our children, as well as impact and enrich our lives.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees, on April 18, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Resolution No. 2023/24-HR-05

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said board at the regular meeting thereof held on the 18th day of April 2024, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of April 2024.

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

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

National School Nurse Day

May 8, 2024

RESOLUTION NO. 2023/24-HR-06

April 18, 2024

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

WHEREAS, the Anaheim Union High School District is served by dedicated nurses who are committed to the health and well-being of our students; and

WHEREAS, children are the future and, by investing in them today, we are ensuring our world for tomorrow; and

WHEREAS, all students have a right to have their health needs safely met while in the school setting; and

WHEREAS, children today face more complex and life-threatening health problems requiring care in school; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student's academic success for more than 100 years; and

WHEREAS, school nurses are professional nurses that advance the well-being, academic success, and life-long achievements of all students by serving on the frontlines and providing a critical safety net for our nation's most fragile children; and

WHEREAS, school nurses act as a liaison to the school community, parents, and health care providers on behalf of children's health by promoting wellness and improving health outcomes for our nation's children; and

WHEREAS, school nurses support the health and educational success of children and youth by providing access to care when children's cognitive development is at its peak; and

WHEREAS, school nurses are members of school-based mental health teams; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District observes May 8, 2024, as National School Nurse Day to honor the dedication, commitment, and tireless efforts of school nurses.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees, on April 18, 2024, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said board at the regular meeting thereof held on the 18th day of April 2024, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of April 2024.

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

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

RESOLUTION NO. 2023/24-HR-07

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

WHEREAS, on or about March 7, 2024, on the motion of Trustee O’Neal and duly seconded, the District adopted Resolution No. 2023/24-HR-03 (attached as Exhibit C) which by this First Amended Resolution the District has now revised; and

WHEREAS, on the motion of Trustee _____ and duly seconded, the District adopted this First Amended Resolution, Resolution No. 2023/24-HR-07, as follows:

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

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

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

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

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

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

WHEREAS, District Administration shall continue to take into account additional attrition to determine whether the number of permanent and probationary employees affected by the reduction or elimination of particular kinds of services may be mitigated and adjusted accordingly.

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

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

Services to Be Reduced or Eliminated

2. That the Board of Trustees determines to reduce or eliminate the positions set forth in Exhibit A, attached hereto, by subject classification and full-time equivalent, no later than the end of the 2023-2024 school year.
3. That because of the elimination and reduction of particular kinds of services listed in Exhibit A and referenced above, it is necessary to terminate, at the end of the 2023-2024 school year, certificated employees equal in full-time equivalents to the positions affected by the reduction or elimination of the particular kinds of service.
4. That in identifying the particular kinds of services listed in Exhibit A and referenced above for reduction or elimination, the Board of Trustees confirms that all programs and services performed by certificated employees of the District that are not so identified shall be maintained and staffed with individuals who are both competent and credentialed to perform such services. The Board of Trustees reserves the right to identify additional services for reduction or elimination.

Seniority of Probationary and Permanent Certificated Employees

5. That seniority shall be determined by the first date of paid service as an employee in a probationary position and as defined by law.
6. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code Section 44955 requires the Board of Trustees to state specific criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Trustees in a probationary position on the same date.
7. That the criteria selected by the Board of Trustees are listed in Exhibit B, attached hereto.

Deviation from Seniority-based Layoffs and Displacement Rights

8. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code Section 44955 allows the Board of Trustees to deviate from terminating a certificated employee in order of seniority by virtue of their credential(s), assignment, and the specific needs of the District and its students.
9. That the criteria, which shall be established by testimony and other evidence, applied to deviate from terminating certificated employees who may otherwise be terminated by order of seniority, are based on the needs of the students of the District, and will ensure that, unless permitted by law, no employee will be terminated while a less senior employee is retained to render service, that the more senior employee is both certificated and competent to render.
10. That in observing the statutory rights of more senior certificated employees performing services in a subject matter or field identified by the District for

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

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

Preliminary Notices of Layoff to Probationary and Permanent Employees

- 12.** That the Superintendent or designee has sent appropriate notices to all probationary and permanent employees possibly affected by the reduction and elimination of particular kinds of service. The notices stated it has been recommended that each of their services will not be required for the 2024-2025 school year, pursuant to Education Code Sections 44949 and 44955.
- 13.** That the Superintendent or designee is delegated authority to take all actions necessary and appropriate to the accomplishment of the purposes of this Resolution. Those actions taken by the Superintendent as of the date of this First Amended Resolution are hereby affirmed.

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

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

The foregoing Resolution was **PASSED** and **ADOPTED** by the Board of Education of the Anaheim Union High School District, on the 18th day of April, 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the 18th day of April 2024 at its regular place of meeting, and passed by a roll call vote of all members of said Board, and which resolution is on file in the office of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of April 2024.

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

EXHIBIT A

Reduction or Elimination of Certain Certificated Services

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

PARTICULAR KINDS OF SERVICE OR PROGRAM CERTIFICATED POSITIONS	NUMBER OF FULL-TIME EQUIVALENTS
English (Permanent)	18
English (Temporary)	4
Math (Permanent)	16
Math (Temporary)	4
Physical Education (Permanent)	7
Physical Education (Temporary)	0
Science – Junior High (Permanent)	6
Science – Biology (Permanent)	2
Science – Chemistry (Permanent)	3
Science – Physics (Permanent)	2
Science (Temporary)	5
Social Science (Permanent)	6
Social Science (Temporary)	1

EXHIBIT B

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

The following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event all certificated employees with the same seniority date are not terminated. Each criterion shall be used only if application of the preceding criteria does not resolve all ties between employees having the same seniority date. These criteria meet the particular needs of the District at this time:

1. Rank by Years of Temporary Service
 - a. Persons with three or more years temporary status prior to probationary year
 - b. Persons with two years temporary status prior to probationary year
 - c. Persons with one year temporary status prior to probationary year

2. Rank by Credential/Authorization
 - a. Persons with clear single-subject credential / Level 2 Special Education Credential.
 - b. Persons with preliminary single-subject credential / Level 1 Special Education Credential
 - c. Persons with two (2) or more single subject credentials

3. Rank by Special Authorization/Services
 - a. Persons with BCLAD certification authorizing instruction to EL students
 - b. Persons with other certifications authorizing instruction to EL students
 - c. Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
 - Activities Director (JH or SH)
 - Athletic/Intramural Sports Director
 - Department Chair (JH or SH)

4. Rank by Service in Areas with Extra Service Pay
 - a. Persons serving in additional areas with Extra Service Pay

5. Rank by Advanced Certification/Degree
 - a. Persons who are National Board Certified Teachers
 - b. Persons with a Doctoral Degree
 - c. Persons with a Master's Degree

6. Rank by Prior Service to the District
 - a. Persons with additional service to the District in a certificated, nonteaching position
 - b. Persons with additional service to the District in a non-certificated, paid position

In the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

EXHIBIT C



ANAHEIM UNION HIGH SCHOOL DISTRICT

501 NORTH CRESCENT WAY • ANAHEIM, CA • 92801

(714) 999-3502

SUPERINTENDENT'S OFFICE

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

RESOLUTION NO. 2023/24-HR-03

March 7, 2024

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

On the motion of Trustee O'Neal and duly seconded, the following resolution was adopted:

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

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

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

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

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

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

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

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

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

Services to Be Reduced or Eliminated

2. That the Board of Trustees determines to reduce or eliminate the positions set forth in Exhibit A, attached hereto, by subject classification and full-time equivalent, no later than the end of the 2023-2024 school year.
3. That because of the elimination and reduction of particular kinds of services listed in Exhibit A and referenced above, it is necessary to terminate, at the end of the 2023-2024 school year, certificated employees equal in full-time equivalents to the positions affected by the reduction or elimination of the particular kinds of service.
4. That in identifying the particular kinds of services listed in Exhibit A and referenced above for reduction or elimination, the Board of Trustees confirms that all programs and services performed by certificated employees of the District that are not so identified shall be maintained and staffed with individuals who are both competent and credentialed to perform such services. The Board of Trustees reserves the right to identify additional services for reduction or elimination.

Seniority of Probationary and Permanent Certificated Employees

5. That seniority shall be determined by the first date of paid service as an employee in a probationary position and as defined by law.
6. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code Section 44955 requires the Board of Trustees to state specific criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Trustees in a probationary position on the same date.
7. That the criteria selected by the Board of Trustees are listed in Exhibit B, attached hereto.

Deviation from Seniority-based Layoffs and Displacement Rights

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

9. That the criteria, which shall be established by testimony and other evidence, applied to deviate from terminating certificated employees who may otherwise be terminated by order of seniority, are based on the needs of the students of the District, and will ensure that, unless permitted by law, no employee will be terminated while a less senior employee is retained to render service, that the more senior employee is both certificated and competent to render.
10. That in observing the statutory rights of more senior certificated employees performing services in a subject matter or field identified by the District for reduction or elimination to displace a less senior certificated employee, a more senior certificated employee may displace a less senior certificated employee if it is established to the satisfaction of the District that the more senior certificated employee is competent and credentialed to render the services performed by a less senior certificated employee. That "competency" as described in Education Code Section 44955(b) for the purposes of bumping shall necessarily include: (1) current possession of a valid clear or preliminary credential in the subject(s), grade level, or position to which the employee will be assigned at the beginning of the 2024-2025 school year; (2) appropriate full (not emergency) EL authorization (if required by the position); (3) in the case of displacing junior employees teaching in a departmentalized setting, single subject credential(s) or subject matter authorization in that subject area; (4) in the case of displacing junior employees teaching in a high school departmentalized setting, single subject credential(s) in that subject area; (5) any training and experience necessary to meet the job requirements of specialized positions; and (6) and has previously taught the subject(s) taught by the junior employee, or performed the service performed by the union employee, in the District for one complete school year within the last five school years.
11. That, unless permitted by law, no employee will be terminated while a less senior employee is retained to render a service in a position for which the more senior employee is both certificated and competent for the entire assignment of the less senior employee (no fractional bumping).

Preliminary Notices of Layoff to Probationary and Permanent Employees

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

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

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

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

AYES: Trustees O’Neal, Smith, Guerrero, and Randle-Trejo

NOES:

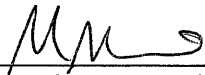
ABSTAIN:

ABSENT: Trustee Piercy

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

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

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



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

EXHIBIT A

Reduction or Elimination of Certain Certificated Services

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

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

EXHIBIT B

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

The following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event all certificated employees with the same seniority date are not terminated. Each criterion shall be used only if application of the preceding criteria does not resolve all ties between employees having the same seniority date. These criteria meet the particular needs of the District at this time:

1. Rank by Years of Temporary Service

- a. Persons with three or more years temporary status prior to probationary year
- b. Persons with two years temporary status prior to probationary year
- c. Persons with one year temporary status prior to probationary year

2. Rank by Credential/Authorization

- a. Persons with clear single-subject credential / Level 2 Special Education Credential.
- b. Persons with preliminary single-subject credential / Level 1 Special Education Credential
- c. Persons with two (2) or more single subject credentials

3. Rank by Special Authorization/Services

- a. Persons with BCLAD certification authorizing instruction to EL students
- b. Persons with other certifications authorizing instruction to EL students
- c. Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:
 - Activities Director (JH or SH)
 - Athletic/Intramural Sports Director
 - Department Chair (JH or SH)

4. Rank by Service in Areas with Extra Service Pay (ESP)

- a. Persons serving in additional areas with Extra Service Pay

5. Rank by Advanced Certification/Degree

- a. Persons who are National Board Certified Teachers (NBCT)
- b. Persons with a Doctoral Degree
- c. Persons with a Master's Degree

6. Rank by Prior Service to the District

- a. Persons with additional service to the District in a certificated, nonteaching position
- b. Persons with additional service to the District in a non-certificated, paid position

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

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

Compensation for Board Meeting

RESOLUTION NO. 2023/24-BOT-05

April 18, 2024

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

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

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

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

WHEREAS, the Board finds that Trustee Anna L. Piercy did not attend the Board meeting on April 18, 2024, due to illness;

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

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on April 18, 2024, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

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

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

ANAHEIM UNION HIGH SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 18th day of April 2024, between the Anaheim Union High School District ("District") and Ivycrest Montessori School, a private school organization, ("Contractor") (each a party, collectively, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the District, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. District will provide the Services to the Contractor during the Term.
2. **Term.** The term for services pursuant to this Agreement is from July 1, 2024, through June 30, 2025.
3. **Submittal of Documents.** The District shall not commence the Services under this Agreement until the PTO has submitted and the District has approved the following:
 - X Signed Agreement
 - X Insurance Certificate(s) and Endorsements (Section 10)
 - X Criminal Background Investigation Certification(s) (Section 16)
 - X W-9 Form
4. **Compensation.** Contractor agrees to pay the District for Services satisfactorily rendered pursuant to this Agreement a total fee of **\$125/Hr. (Weekdays)** and **\$150/Hr. (Weekends)**, with no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the Contractor receives an invoice from District for Services actually completed.

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

10.1.2 Is this Contractor Interacting with the District's students? Yes_ No X
For Interaction with students, Sexual Abuse/Molestation coverage must be Included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating In Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage Is not excluded and provide policy exclusion pages. If sexual Abuse/Molestation coverage Is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. **Compliance with Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as Indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
12. **Permits/Licenses.** District and all District's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
13. **Safety and Security.** District is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
15. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
16. **Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes_ No **X** Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined In Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
18. **Termination.** The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
19. **Limitation of District Liability.** The Districts financial obligations under this Agreement shall be limited to the payment of the compensation provided In this Agreement. Notwithstanding any other provision of this Agreement, In no event, shall District be liable, regardless of whether any claim Is based on contract or tort, for any special, consequential, Indirect or Incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District Information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited In the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District

Anaheim Union High School District
Attn: Dr. Nancy Nien, CBO
Copy: Scott Sangren
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3555
Email: Nlen_N@auhsd.us

Contractor

Ivycrest Montessori School
Attn: Michelle
Address: 6555 Fairmont Blvd.
Yorba Linda, Ca. 92886
Phone: (714) 777-2511
Email: moh@ivycrest.org

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

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
23. **Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.
24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition,

or any subsequent breach of the same or any other term, covenant, or condition herein contained.

- 25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: _____
By: _____
Print Name: _____
Its: _____

Ivycrest Montessori School


Date: 1/21/2024
By: 
Print Name: Michelle Oh
Its: Director

EXHIBIT A

Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:

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

We are requesting 1 bus to transport our children, ages 3-5, to and from sites for our summer field trips. Please see the following:

Our school:

IvyCrest Montessori- Yorba Linda
6555 Fairmont Blvd. Yorba Linda, CA 92886

7/10: Scooters Jungle

of Passengers: 50 (~39 children 3-6 years), 11 adults

Pick up time: 9:15am

Return Time: 12:30pm

Address: 921 S Via Rodeo, Placentia, CA 92870

7/17: Santa Ana Zoo

of Passengers: 50 (~39 children 3-6 years), 11 adults

Pick up time: 9:30am

Return Time: 12:30pm

Address: 1801 E Chestnut Ave, Santa Ana, CA 92701

7/24: Adventure City

of Passengers: 50 (~39 children 3-6 years), 11 adults

Pick up time: 9:30am

Return Time: 1:00pm

Address: 1238 S Beach Blvd, Anaheim, CA 90680

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, Michelle Oh, am the Director of Ivycrest Montessori School
Name of Individual Title Name of Contractor

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

Executed at Ivycrest, California on 4
Yorba Linda



Signature

Michelle Oh

Typed or Printed Name

DIRECTOR

Title

Ivycrest Montessori

Name of Contractor

6555 Fairmont Blvd. Yorba Linda, CA
92886

Address

(714) 777-2511

Telephone Number

**2024 AMENDMENT TO THE
ADMINISTRATIVE SERVICES AGREEMENT
FOR JOINTLY ADMINISTERED ARRANGEMENTS
WITH
ANAHEIM UNION HIGH SCHOOL DISTRICT "CLIENT"**

This Amendment is made part of the Administrative Services Agreement for Jointly Administered Arrangements and is effective January 1, 2024. This Amendment supplements and amends the Agreement between Client and Anthem Blue Cross Life and Health Insurance Company dba Anthem. If there are any inconsistencies between the terms of the Agreement or its Schedules and this Amendment, the terms of this Amendment shall control.

1. The following definition is added to ARTICLE 1 – Definitions:

CONSOLIDATED APPROPRIATIONS ACT ("CAA"). The Consolidated Appropriations Act of 2021 (42 USC 300gg, et seq. and 29 USC 1185, et seq.), as amended, and regulations promulgated thereunder.

2. The following provision is added to ARTICLE 2 - Administrative Services Provided by Anthem – as provision 2(p):

Anthem's Information Security Schedule is attached hereto and is made part of this Agreement.

3. The following provision replaces ARTICLE 4 – Claims Payment Method – provision 4(b) in its entirety:

The Parties acknowledge that, from time to time, a Claims adjustment may be necessary as a result of coordination of benefits, subrogation, workers' compensation, other third party recoveries, payment errors and the like, and that the adjustment will take the form of a debit (for an additional amount paid by Anthem) or a credit (for an amount refunded to Client). Anthem may reach a settlement with a Provider or Vendor and Client will be assessed or will receive, as applicable, a proportionate share of such settlement, which shall be reflected as a line item on the invoice. Any adjustment requested by Client and related to an Inter-Plan or non-Network Provider Claim must be submitted to Anthem no later than 24 months from the original Claim processing date. Any Claim adjustment related to a Claim submitted by a Network Provider shall be limited by Anthem to the lesser of 24 months or the adjustment time period specified in Anthem's contract with that Network Provider. The Parties agree that such Claims adjustment shall be treated as an adjustment to the Claims payment made in the billing period in which the adjustment occurs, rather than as a retroactive adjustment to the Claim in the billing period in which it was initially reported as paid. Any Claims credit may be reduced by a fee as indicated in Schedule A of this Agreement. In addition, a credit shall not be provided to Client for a recovery related to a Claim that was covered under stop loss coverage provided by Anthem.

4. The following provision replaces ARTICLE 10 – Proprietary and Confidential Information – provision 10(f) in its entirety:

This Agreement shall not be construed to restrict the use or disclosure of information that: (1) is public knowledge other than as a result of a breach of this Agreement; (2) is independently developed by a Party not in violation of this Agreement; (3) is made available to a Party by any person other than the other Party, provided the source of such information is not subject to any confidentiality obligations with respect to it; (4) is required to be disclosed pursuant to law, order, regulation or judicial or administrative process, but only to the extent of such required disclosures and after reasonable notice to the other Party; or (5) is required to be disclosed to a Member.

5. The following provision is added to ARTICLE 11 – Data Reports – as provision 11(e):

If any data provided pursuant to Article 11(a) or Article 11(b) is used to conduct an audit or any type of review of Claim payment outcomes and Client requests that Anthem research the findings, such request shall be considered a Claims Audit pursuant to Article 12. As described in Article 2(b)(1), Article 2(o), and Article 2(s), Client acknowledges that Anthem's reimbursement policies and procedures may differ from those of a Plan Contractor and that Anthem's reimbursement policies and procedures shall control the findings of any audit. A maximum of 250 Claims will be reviewed by Anthem under this paragraph, and Client agrees to pay the data audit fee set forth in Schedule A.

6. The following provision replaces ARTICLE 25 – Entire Agreement – provision 25(b) in its entirety:

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature, including facsimile, shall be deemed equivalent to an original ink signature. In the event that Client has not signed the Agreement within 90 days of Client's receipt of the Agreement, payment of Administrative Services Fees by Client will be considered confirmation of acceptance of the terms.

7. SCHEDULE A is replaced by the attached SCHEDULE A.
8. SCHEDULE B is replaced by the attached SCHEDULE B.
9. INFORMATION SECURITY SCHEDULE is replaced by the attached INFORMATION SECURITY SCHEDULE.

IN WITNESS WHEREOF, Anthem has caused this Amendment to be executed by affixing the signature of its duly authorized officer.

Anthem Blue Cross Life and Health Insurance Company



By: Beth Andersen
Title: President, CA Commercial Business
Date: December 15, 2023

**SCHEDULE A
TO THE
ADMINISTRATIVE SERVICES AGREEMENT
FOR JOINTLY ADMINISTERED ARRANGEMENTS
WITH
ANAHEIM UNION HIGH SCHOOL DISTRICT**

This Schedule A shall govern the Agreement Period from January 1, 2024 through December 31, 2024. For purposes of this Agreement Period, this Schedule shall supplement and amend the Agreement between the Parties. If there are any inconsistencies between the terms of the Agreement including any prior Schedule A, and this Schedule A, the terms of this Schedule A shall control.

Section 1. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. January 1, 2024 to the end of the day of December 31, 2024.

Paid Claims shall be processed pursuant to the terms of this Agreement when incurred and paid as follows:

Incurred from 01/01/2021 through 12/31/2024 and

Paid from 01/01/2024 through 12/31/2024.

Anthem shall provide any offer to renew this Agreement at least 60 days prior to the end of an Agreement Period.

Section 2. Broker or Consultant Base Compensation

Not Applicable

Section 3. Administrative Services Fee

A. Base Administrative Services Fee

Change to Administrative Services Fees. In accordance with or in addition to the provisions in Article 18(a), Anthem reserves the right to change the Fees provided in this Section 3 of Schedule A during the Agreement Period based upon the occurrence of any of the following events:

- The number of Members or Subscribers changes by 10%.

- A change in law or regulation that materially impacts underwriting assumptions made at the time of the offer or renewal.

PPO

The fees below apply from 01/01/2024-12/31/2024

Base Administrative Services Fee	\$24.25 per Subscriber per month
----------------------------------	----------------------------------

Total Administrative Services Fee \$24.25 per Subscriber per month

PPO (BC PPO)

The fees below apply from 01/01/2024-12/31/2024

Base Administrative Services Fee

\$23.19 per Subscriber per month

Total Administrative Services Fee \$23.19 per Subscriber per month

Article 3(a) Retroactivity.

Notwithstanding anything to the contrary in the Agreement, Anthem reserves the right to limit the effective date of retroactive enrollment to a date not earlier than 60 days prior to the date the notice is received and Anthem reserves the right to limit retroactive terminations to a maximum of 60 days prior to the date the notice is received. Anthem reserves the right to not process Claims for retroactive additions beyond 60 days and to not pursue recovery of Claims for retroactive terminations beyond 60 days. Additionally, Anthem is not required to initiate recovery services if the Provider agreement or any law or regulation precludes recovery. Anthem shall credit per Subscriber per month and per Member per month Administrative Services Fees for each retroactive deletion up to a maximum of 60 days and shall charge Administrative Services Fees for each retroactive addition up to a maximum of 60 days.

B. Other Services and Fees
Health and Wellness Fees

Anthem may also offer additional, optional services to Client, and such services, whether or not purchased by Client, are not included in the standard administrative services provided under this Agreement. By way of example and not limitation, Anthem may offer certain optional programs that include utilization management activities. In such event, the services associated with those programs are not included in the standard administrative services provided under this Agreement. Services under Article 13 will only be pursued or performed for Claims associated with such programs or that would have been impacted by such programs if the programs are purchased by Client. If Client has purchased such services, the services and any additional fees are listed below.

ID Card Production

TPA Prepares

Article 2(j) Services – Health & Wellness

Basic Wellbeing Solutions Foundational Program – Included in base administrative services fee

Article 2(k) Services – Managed Care Services (Utilization Review, Case Management)

Included in the Base Administrative Services Fee as indicated in Section 3 A.

In accordance with the provisions of Article 2, Client acknowledges that Anthem's Provider agreements may contain provisions allowing a Network Provider to forego prior authorization for certain services. Upon written request, Anthem shall provide Client with a listing of Network Providers and services that qualify for the prior authorization waiver.

Appeals

Not performed by Anthem

Subrogation

Not performed by Anthem

Fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities. The charge to Client is 25% of (i) the amount recovered from review of Claims and membership data and audits of Provider and vendor activity to identify overpayments and (ii) the difference between the amount Client would have been charged absent prevention or prepayment analysis activities and the amount that was charged to Client following performance of prevention or prepayment analysis activities. The fee for Overpayment Identification, Prevention, and Claims Prepayment Analysis Activities will not exceed \$25,000.00 per Claim.

Medical Drug Rebates. Anthem shall retain 100% of the Medical Drug Rebates. "Medical Drug Rebates" are rebates received directly from pharmaceutical manufacturers associated with utilization that is contingent upon and related directly to a Member's use of a prescription drug administered by Anthem and covered under the medical benefit portion of the Plan(s). Medical Drug Rebates do not include any discount, price concession, or other direct or indirect remuneration received for the provision of any products or services to pharmaceutical manufacturers.

Unidentified Recoveries. Anthem shall retain any funds received through recovery processes that are paid to Anthem and, following good faith and reasonable efforts, cannot be tied to a specific Client or Member.

Enhanced Personal Health Care Fee. A fee shall be charged for Anthem's oversight of Enhanced Personal Health Care with Providers or Vendors. Such fee shall be 25% of the per attributed Member per month amount charged to Client for the Provider performance bonus portion of the Enhanced Personal Health Care program. These charges are included in Paid Claims on the invoice and may accumulate towards any stop loss policy amounts.

TPA Transfer Fee: \$5,000

Fees and Costs for Independent Dispute Resolution. Notwithstanding anything to the contrary in the Agreement, Client shall assume liability for payment of all fees and costs, including but not limited to arbitrator fees, charged to or paid by Anthem as part of independent dispute resolution processes.

Fee for Ad Hoc Reports. Anthem shall provide, on an annual basis, up to 20 hours of time needed to generate custom or ad hoc reports at no additional charge. The charge to Client beyond 20 hours per year is \$150.00 per hour for time needed to generate custom or ad hoc reports.

Fee for Article 11(e) Data Audits. one hundred fifty dollars (\$150.00) per hour. Maximum of 250 Claims.

Fee for Electronic Data Feeds to an Outside Vendor. Anthem shall provide, on an annual basis, up to 12 electronic data feeds to an outside vendor in Anthem's standard format. The charge to Client is \$1,000.00 for each additional feed.

Section 4. Paid Claims, Billing Cycle and Payment Method

A. Billing Cycle

Weekly

Anthem shall notify Client of the amount due to Anthem as a result of Claims processed and paid by Anthem according to the billing cycle described above. The actual date of notification of Paid Claims and the Invoice Due Date will be determined according to Anthem's regular business practices and systems capabilities.

B. Payment Method

ACH Demand Debit Reimbursement for Paid Claims. Anthem will initiate an ACH demand debit transaction that will withdraw the amount due from a designated Client bank account no later than the next business day following the Invoice Due Date, however, if the Invoice Due Date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day.

Section 5. Administrative Services Fees Billing Cycle and Payment Method

A. Billing Cycle

Self-Bill. The Invoice Due Date is the 1 day of each month.

B. Payment Method

Check Reimbursement. Client shall provide the amount due by check to Anthem through a designated lockbox address as designated on the Administrative fee billing coupon. The check shall be made in accordance with any policies and regulations of the bank necessary to assure that the deposit is credited to Anthem Blue Cross Life and Health's account no later than the next business day.

Section 6. Claims Runout Services

A. Claims Runout Period

Medical:

Claims Runout Period shall be for the 12 months following the date of termination of this Agreement.

B. Claims Runout Administrative Services Fee

Medical:

The fee for Claims Runout Services is included in the Base Administrative Services Fees in Section 3(A) of this Schedule A. Fees in Section 3(B) of this Schedule A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, discount share fees, network access fees; or (ii) apply to the Agreement Period but were not billed during the Agreement Period, will be billed and payable during the Claims Runout Period. Payment is due to Anthem by the Invoice Due Date.

Section 7. Inter-Plan Arrangements

Certain fees and compensation are charged each time a Claim is processed through the BlueCard Program and include, but are not limited to, Access Fees, Administrative Expense Allowance Fees, Central Financial Agency Fees and ITS Transaction Fees. Other Inter-Plan Arrangement related fees that Anthem may charge include, but are not limited to, fees for BlueCross Blue Shield Global Core® Program services. These fees may be separately billed or included in Paid Claims. The extent to which these fees and compensation are (i) included in the Base Administrative Services Fee; or (ii) included in Paid Claims or separately billed to Client is as follows:

Access Fees (Network Provider Claims only):

- 1.93% for 1,000 - 9,999 Blue PPO enrolled Subscribers of network savings, capped at \$2,000.00 per Claim.

Administrative Expense Allowance Fees ("AEA") (Network Provider and Non-Network Provider Claims):

- Network Provider - \$4.00 per professional Claim and \$9.75 per institutional Claim for 1,000–49, 999 Blue PPO enrolled Subscribers.
- Non-Network Provider - \$3.00 per Claim.

Access Fees and AEA will be included in the Base Administrative Services Fees for Claims incurred in the Anthem Service Areas for the following states: California, Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri, Nevada, New Hampshire, New York, Ohio, Virginia, and Wisconsin.

Central Financial Agency Fee ("CFA") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Claims):

- \$0.35 per payment notice.

ITS Transaction Fee ("ITS") (Network Provider, Non-Network Provider and Blue Cross Blue Shield Global Core Program Claims):

- \$0.05 per transaction.

Negotiated Arrangement Fees - Not Applicable

Blue Cross Blue Shield Global Core Fees

Administrative Expense Allowance Fee:

- \$4.35 per Member-submitted Claim;
- \$5.50 per professional Claim; and
- \$18.55 per institutional Claim.

All other fees associated with the Blue Cross Blue Shield Global Core program, except the CFA and ITS Fees described above, are included in the Base Administrative Services Fee.

Section 8. Other Amendments. The Administrative Services Agreement is otherwise amended as follows:

**SCHEDULE B
TO THE
ADMINISTRATIVE SERVICES AGREEMENT
FOR JOINTLY ADMINISTERED ARRANGEMENTS
WITH
Anaheim Union High School District**

Client agrees to the timeline standards listed below for all Claims processed under this Agreement with the Client. Unless specifically noted, each performance specification is to be reported on a weekly basis and all references to days mean **calendar days**.

Timeline for Claims submission - this is a high level summary of the steps and days allotted to meet Inter-Plan Arrangements standards and must be adhered to:

1. Claim will be transmitted from Anthem to Client within 6 days of receipt.
2. A valid HIPAA 835 for all claims must be returned to Anthem within 15 days of receipt. This includes Claims where additional information must be received (e.g., medical records, COB, etc.) prior to a final claim determination.
 - a) Requested medical records will be transmitted from Anthem to Client within 3 days of Anthem's receipt.
 - b) Upon receipt from Anthem, Client must adjudicate, adjust and submit a valid HIPAA 835 back to Anthem within 15 days of receipt.
3. Adjustments requested by Anthem (e.g., provider submits a corrected claim, incorrect pricing, etc.), must be processed and a valid HIPAA 835 returned to Anthem within 6 days of receipt.
4. Plan to Plan transactions, including provider inquiries, must be resolved and responded to within 5 days of receipt from Anthem.

Failure to meet these timeframes may result in the Claims and adjustments being subject to Anthem's accelerated pay process. Anthem will process the Claim/adjustment and may not apply member cost share, benefits or eligibility if the Claim/adjustment ages in the system beyond the above noted timeframes. The Paid Claim amount will be the responsibility of the Client and cannot be adjusted once processed by Anthem, except as described in the Operating Manual (e.g., adjustments requested by Provider).

Reconciliation Files

Anthem will issue a reconciliation file to Client on a weekly basis. Client must reconcile the claim payments reported by Anthem against their claim payment records to determine accuracy. To the extent Client requests any adjustments based on discrepancies in the reconciliation file, Client must request an adjustment within 14 days of receipt of the reconciliation file by returning an annotated reconciliation file in addition to adjusting the claim via a HIPAA 835. Anthem will not honor any adjustment request if it is attributable to a claim that was default paid by the BCBSA or requested after the 14-day period.

Definitions

For purposes of this Schedule, the following definition applies:

Claim – Written or electronic notice of a request for reimbursement of any health care service or supply on a form acceptable to Anthem.

**PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
ANAHEIM UNION HIGH SCHOOL DISTRICT**

This Pharmacy Benefits Administrative Services Schedule ("Pharmacy Services Schedule") is by and between Employer and CarelonRx, Inc., an Anthem Blue Cross Life and Health Insurance Company Affiliate that will be referenced as the pharmacy benefits manager ("PBM") for the purposes of this Pharmacy Services Schedule. The Pharmacy Services Schedule supplements and amends the Agreement between the Parties and is effective from January 1, 2024, through December 31, 2026 (which, for purposes of this Pharmacy Services Schedule and its Exhibits, is defined as the "Agreement Period"). Description of the Pharmacy Services and applicable fees for such services are set forth in the Exhibits (the "Exhibits") to this Pharmacy Services Schedule and made a part of this Pharmacy Services Schedule. In the event of an inconsistency between the applicable provisions of this Pharmacy Services Schedule and the Agreement, the terms of this Pharmacy Services Schedule shall govern, but only as they relate to the Pharmacy Services. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect. If there are any inconsistencies between the terms contained in this Schedule, and the terms contained in any of the Exhibits to this Pharmacy Benefits Schedule, the terms of the Exhibits shall control.

A. Definitions. The following definitions apply to this Pharmacy Services Schedule. Terms not otherwise defined in this Pharmacy Services Schedule shall have the same meaning as such term is otherwise defined in the Agreement.

- **340B Claims.** Prescription Drug Claims submitted by 340B pharmacies for Covered Prescription Services that price at the 340B price, dispensed to 340B eligible members, pursuant to a dispensing pharmacy's participation under Section 340B of the Public Health Service Act, 42 U.S.C. §256b. When a Prescription Drug Claim is classified as a 340B Claim, it shall be considered a 340B Claim for all purposes under this Pharmacy Services Schedule (e.g., a Prescription Drug Claim classified as a 340B Claim for purposes of Prescription Drug Rebates must also be classified as a 340B Claim for purposes of pharmacy pricing).
- **Annualized Adjusted Prescription Drug Claims.** The annualized sum of the total number of: (i) retail Prescription Drug Claims with less than 84 days supply; (ii) retail Prescription Drug Claims with greater than or equal to 84 days supply multiplied by a factor of 3; (iii) mail order Prescription Drug Claims multiplied by a factor of 3; and (iv) Specialty Prescription Drug Claims.
- **Average Wholesale Price (AWP).** The benchmark for a Covered Prescription Service based on the most current pricing information published by MediSpan for the date and time the Covered Prescription Service is dispensed by the pharmacy. The AWP of a Covered Prescription Service will be the AWP unit price as published by MediSpan for the 11 digit NDC. PBM shall not allow adjudication of NDCs of licensed re-packagers where the data source identifies the licensed re-packagers AWP is greater than the original pharmaceutical AWP. PBM shall update AWP data no less than weekly.
- **Biosimilar Products.** Type of biological product that is licensed (i.e., approved) by the Food and Drug Administration (FDA) because the product is highly similar to an already FDA-approved biological product, known as the reference product, and has been shown to have no clinically meaningful differences from the reference product. A Biosimilar Drug shall also include an "interchangeable biological product" which, in addition to meeting the biosimilarity standard, is expected to produce the same clinical result as the reference product in any given patient. Biosimilar Drugs are determined by the FDA from time to time and are listed in the FDA's Purple Book.
- **Brand MAC.** A multi-source Brand Drug that is included on the Maximum Allowable Cost ("MAC") list and paid at the MAC cost basis.
- **Brand Name Prescription Drug or Brand Drug.** A Covered Prescription Service that is defined as a by Medi-Span as a "M", "N", "O", with exception of Authorized Generics. The Parties agree that when a drug is classified as a Brand Drug, it shall be considered a Brand Drug for all purposes under the Agreement, therapeutic classification, pricing and all related Pharmacy performance guarantees.█
- **Compound Drug.** A claim where two or more solid, semi-solid, or liquid medications are mixed together. The end product must not be available in an equivalent commercial form. The product will not be considered a Compound Drug if it is reconstituted or if, to the active ingredient, only water, alcohol, flavoring, coloring, or sodium chloride solutions are added. Compound Drugs shall be priced using the NCPDP D.0 standard which shall capture each ingredient used in the medication.
- **Covered Prescription Services.** Those Prescription Drugs, supplies, devices, and any other related products, or services, and other items that are covered under the plan, each as indicated as covered on PBM's Client set-up forms. For avoidance of doubt, this shall include OTCs and Vaccines.
- **Dispense As Written Claims With Code 1.** Claims where a Brand Drug was dispensed when a Generic Drug is available, because substitution was not allowed by the Provider.
- **Dispense As Written Claims With Code 2.** Claims where a Brand Drug was dispensed when a Generic

Drug is available, because the Member requested the Brand Drug.

- **Dispense As Written Claims With Code 3.** Claims where a Brand Drug was dispensed when a Generic Drug is available, because the pharmacist selected the Brand Drug.
- **Dispense As Written Claims With Code 4.** Claims where a Brand Drug was dispensed when a Generic Drug exists, because the Generic Drug was not in stock.
- **Dispense As Written Claims With Code 5.** Claims where a Brand Drug was dispensed when a Generic Drug is available, because the pharmacy dispensed the Brand Drug at the Generic Drug cost (also known as “House Generic Claims”).
- **Dispense As Written Claims With Code 6.** Claims where a Brand Drug was dispensed when a Generic Drug is available, because of an override.
- **Dispense As Written Claims With Code 7.** Claims where a Brand Drug was dispensed when a Generic Drug is available, because the Brand Drug is mandated by state and federal laws and regulations.
- **Dispense As Written Claims With Code 8.** Claims where a Brand Drug was dispensed when a Generic Drug exists, because the Generic Drug is not available in the marketplace.
- **Dispense As Written Claims With Code 9.** Claims where a Brand Drug was dispensed when a Generic Drug is available, because of other non-specified reason.
- **Dispense As Written Claims.** Claims where a Brand Drug was dispensed when a Generic Drug exists and is available.
- **Dispensing Fee.** The amount paid for professional services rendered by a licensed pharmacist in dispensing Prescription Drugs.
- **Drug Rebates.** Drug Rebates as referenced herein shall include Medical Drug Rebates and/or Prescription Drug Rebates.
- **Eligible Member Cost Share.** The amount which a Member is required to pay for a Covered Prescription Service in accordance with the plan design. Eligible Member Cost Share includes any coinsurance (the percentage or portion of the cost of care or service that an Member may be obligated to pay for a Covered Prescription Service at the time the care and/or service is provided), copayment/ copay (the fixed dollar amount that an Eligible Member may be obligated to pay for a Covered Prescription Service at the time the Covered Prescription Service is provided), or deductible (the amount of out-of-pocket expenses that an Eligible Member is responsible to pay for Covered Prescription Service prior to being eligible to receive benefits from the Client’s prescription drug plan).
- **Formulary.** The list of pharmaceutical products and supplies, quantity limits, prior authorization guidelines, and clinical guidelines for detailing coverage of such products.
- **Generic Dispensing Rate.** The total number of Generic Prescription Drug Claims received by PBM divided by the total number of Prescription Drug Claims received by PBM.
- **Generic Prescription Drug or Generic Drug.** A Covered Prescription Drug Service, as defined by Medi-Span as a “Y”. Generic Drugs also shall include Brand Drugs that are treated as “house” generic drugs (DAW5) by the Network Pharmacy, Single Source Generic Drugs, and Authorized Generics. The Parties agree that when a drug is classified as a Generic Drug, it shall be considered a Generic Drug for all purposes under the Pharmacy Services Schedule, therapeutic classification, pricing and all related Pharmacy performance guarantees.
- **Ingredient Cost.** The component of the prescription price that represents the charge for the ordered Prescription Drug product, supply, or other product (excluding any Dispensing Fee or taxes).
- **Limited Distribution Products.** A Specialty Drug that is used to treat conditions affecting only a small group of patients across several disease states, (i.e., oncology, growth hormone treatments, and multiple sclerosis) and refers to injectable, infusion, and other specialty products, whose dispensing is restricted by the pharmaceutical manufacturer to only 3 or fewer pharmacies.
- **Mail Order Pharmacy.** A Network Pharmacy that provides Covered Prescription Services to Members via mailing or shipping utilizing the United States Postal Service and/or other common shipping carrier, including FedEx and/or United Parcel Service.
- **Manufacturer Administrative Fees.** Amounts received by PBM from manufacturers for administering, allocating, and collecting Prescription Drug Rebates that are attributable to Prescription Drugs.

- **Maximum Allowable Cost (MAC).** The unit price that has been established by PBM for a Brand Drug or Generic Drug included on the PBM's MAC list, which may be amended from time to time by PBM.
- **Medical Drug Rebates.** Rebates Anthem and/or PBM receives directly from pharmaceutical manufacturers associated with utilization that is contingent upon and related directly to a Member's use of a Prescription Drug administered by Anthem and covered under the medical benefit portion of the Plan(s). Medical Drug Rebates do not include any discount, price concession, or other direct or indirect remuneration Anthem and/or PBM receives for the provision of any products or services to pharmaceutical manufacturers.
- **Medical Supplies and Devices** means products within the MediSpan Drug Group of Medical Supplies and Devices.
- **Member-Submitted Claim.** A manual/paper claim submitted by a Member for Covered Prescription Service dispensed by a pharmacy for which the Member paid cash.
- **Most Favored Nations Limitations.** Government restrictions that preclude pharmacies from making pricing agreements with PBMs or others that are more favorable than those afforded to state-run programs, such as Medicaid.
- **Multi-Source Brand Drug.** A Brand Drug that is no longer subject to patent exclusivity and is available in both brand and generic form from more than one manufacturer or labeler.
- **Network Pharmacy or Network Pharmacies.** A Mail Order Pharmacy, Retail Pharmacy, Specialty Pharmacy or other facility that is duly licensed to operate as a pharmacy at its location and to dispense Covered Prescription Services to Members and has entered into a participating pharmacy Agreement with PBM or its Vendor to dispense Covered Prescription Services to Members.
- **Pharmacy Benefit Plan.** That portion of the Benefits Booklet that describes Covered Prescription Services that is administered by PBM. Pharmacy Benefit Plan coverage includes any deductible or co- insurance provided for under the Covered Prescription Services.
- **Powder Claims.** Claims for drugs where the dosage form, as identified by Medispan database or other nationally recognized pricing source selected by PBM in its sole discretion from time to time, is powder.
- **Prescription Drug.** Insulin and those drugs and drug compounds that are included in the U.S. Pharmacopoeia and that are required to be dispensed pursuant to a prescription or that are otherwise included on PBM' s Formulary (e.g., certain over-the-counter drugs).
- **Prescription Drug Claim.** A Claim submitted to PBM for payment of Prescription Drug benefits that PBM invoices Employer for Prescription Drugs dispensed to Members by pharmacies. PBM's invoice shall be included as part of the invoice Anthem Blue Cross Life and Health Insurance Company bills for other Paid Claims, as further set forth in the Agreement.
- **Prescription Drug Rebates.** Any rebate, Manufacturer Administrative Fees, and/or price protection payment associated with utilization that PBM receives and that is contingent upon and related directly to a Member's use of a Prescription Drug during the Agreement Period. Prescription Drug Rebates do not include any discount, price concession, or other direct or indirect remuneration PBM receives for the purchase of a Prescription Drug or for the provision of any products or services to manufacturer(s).
- **Retail Pharmacy.** A Network Pharmacy that provides Covered Prescription Services to Members at the point of sale or via delivery by an employee of the Network Pharmacy or contracted delivery courier. For purposes of clarification, delivery does not include mailing or shipping Covered Prescription Services to Members utilizing the United States Postal Service and/or other common shipping carrier, including FedEx and/or United Parcel Service.
- **Secondary Claims.** Claims where PBM is the secondary payer due to Coordination of Benefits (COB) with one or more other payers.
- **Single Source Generics.** Those Generic Drugs that are provided by 3 or fewer Pharmaceutical Manufacturers as defined at the GPI14 level or such Generic Drugs that are in the market with supply limitations or competitive restrictions.
- **Specialty Drugs.** Covered Prescription Services that: (a) is injected, infused, orally or topically administered, or inhaled for the ongoing treatment of complex, chronic conditions; (b) requires extensive patient education, risk assessment, mitigation strategies, and/or clinical monitoring; (c) may require temperature-controlled shipping or other special handling and careful adherence to treatment; and (d) meets CMS Requirements for placement on the specialty tier of a Medicare Formulary, if applicable. When a drug

is identified as Specialty Drug, it shall be considered a Specialty Drug for all purposes, including Eligible Member Cost Share, therapeutic classification, pricing and all related guarantees.

- **Specialty Service Pharmacy.** A pharmacy network or individual pharmacy that primarily dispenses Specialty Drugs and provides specialty services.
- **Specialty Starter Fill.** A prescription dispensed to members who are initiating treatment on select medications for which: (a) the days' supply is typically limited to 15 days or less; (b) is a split fill and (c) the NDC utilized for such medication is a specialty NDC.
- **Usual and Customary (U&C) Charge.** The lowest price, including any Dispensing Fee, a pharmacy would charge a customer without any insurance coverage if such customer were paying cash for the identical drug on the date dispensed. This includes any applicable discounts, including but not limited to, senior discounts, frequent shopper discounts, and other special discounts offered to customers.
- **Zero Balance Claim.** A Claim for which there is no balance due from Employer following the application of the Eligible Member Cost Share to the cost of the Claim.

B. Obligations of PBM.

In addition to the services provided by Anthem Blue Cross Life and Health Insurance Company under Article 2 of this Agreement, and if applicable to the Pharmacy Benefit Plan and as indicated in Exhibit B, PBM will provide the following pharmacy benefit management administrative and support services (the "Pharmacy Services"):

1. Network Pharmacy Services.

- a. PBM shall offer Employer access to a network of pharmacies that have entered into contractual arrangements with PBM or its Vendors under which such pharmacies agree to provide pharmacy services to Members and accept negotiated fees for such services ("Network Pharmacies"). PBM shall determine, in its sole discretion, which pharmacies shall be Network Pharmacies, and the composition of Network Pharmacies may change from time to time. In the event of a reduction of more than five percent (5%) of Network Pharmacies, PBM will provide Employer with an improved financial proposal at least ninety (90) days prior to the effective date of such reduction to the network size.
- b. PBM shall arrange for the dispensing of covered Prescription Drugs to Members through one or more networks of Network Pharmacies. If a Member obtains a covered Prescription Drug from a pharmacy that is not in the network, the Member shall be responsible for the total cost of the covered Prescription Drug. PBM's network will provide Members adequate access to the covered Prescription Drugs at the Network Pharmacies. Employer acknowledges that the availability of Prescription Drugs is subject to market conditions and that PBM cannot, and does not, assure the availability of any Prescription Drug from a Network Pharmacy.
- c. PBM and/or its Vendors shall perform periodic onsite or field audits of Network Pharmacies to ensure compliance with billing requirements as well as other terms and conditions of the Network Pharmacy agreements. PBM will pay Employer or apply as a credit to invoices, one hundred percent (100%) of the amounts PBM recovers from these audits, minus a recovery fee as set forth in Exhibit A and, if applicable, Attachment 1 to Exhibit D. These audits are separate and distinct from daily Claims review audits, for which there is no additional fee and which are included in the list of services offered as part of the Pharmacy Administrative Services Fee as set forth in Exhibit B. Employer will be financially responsible for all expenses incurred in connection with audits of Network Pharmacies requested by Employer that are not required by applicable law.
- d. Pursuant to the terms of the contract between PBM and Network Pharmacy, no Network Pharmacy shall charge, collect a deposit from, or have any recourse against a Member for the covered Prescription Drugs other than applicable Eligible Member Cost Shares, including in the event of breach of the Agreement and/or this Pharmacy Services Schedule by Employer or insolvency of Employer. This provision shall survive the termination of the Agreement and/or this Pharmacy Services Schedule for any covered Prescription Drug provided to a Member prior to such termination.
- e. PBM shall offer Employer a Mail Order Pharmacy program through which Members may receive mail order covered Prescription Services. The Mail Order Pharmacy shall dispense Covered Prescription Drugs upon receipt from a Member of (i) a valid new or refill prescription order and (ii) applicable Eligible Member Cost Share. The covered Prescription Drug shall be mailed or shipped to the Member's address set forth in the eligibility file, or as appearing on the face of the prescription, so long as such address is within the United States. Additional fees for express mail, shipping or handling may be charged to Members. PBM may suspend such services to a Member if Member fails to remit any

applicable Eligible Member Cost Share due.

- f. PBM shall offer Employer a specialty pharmacy program through which Members may receive specialty pharmacy drug services. PBM shall provide all necessary information and forms to Members to obtain these specialty Prescription Drug services. The Specialty Drug list is a PBM developed and maintained list of Specialty Drugs and is modified by PBM from time to time.
- g. PBM shall operate a toll-free call center to respond to inquiries from Network Pharmacies regarding Pharmacy Services provided by PBM provided pursuant to this Pharmacy Services Schedule, including but not limited to technical and claims processing issues and Member eligibility verification ("Pharmacy Help Desk"). The Pharmacy Help Desk shall be available 24 hours a day, 7 days a week.

2. Drug Formularies.

- a. PBM will furnish and maintain a drug Formulary for use with the Pharmacy Benefit Plan, and PBM shall periodically review and update its Formulary. Employer shall adopt such Formulary as part of the design of the Pharmacy Benefit Plan. The drug Formulary will be made available to Members on PBM's web site and upon request may be provided to Employer in a mutually acceptable format for Employer's distribution to Members. There is no level of formulary compliance that must be achieved to obtain stated discounts and rebates.
- b. PBM has placed certain Prescription Drugs on formularies that are developed through a process involving two committees, the Pharmacy and Therapeutics Committee ("P&T") and the Value Assessment Committee ("VAC"). The P&T examines the safety and efficacy of a Prescription Drug in comparison to similar drugs within a therapeutic class or used to treat a particular condition. The VAC examines member impact, provider impact, economics, law and regulations, and market dynamics as it determines tiering and utilization management edit placement of Prescription Drugs on the formularies in a manner consistent with the clinical determinations of the P&T.
- c. This provision is intentionally removed.
- d. If a Formulary exception process is included in the Employer's Plan design, in the event a Member or Provider believes that a Prescription Drug or supply not included on a Formulary is medically necessary to treat the Member's individual condition, the Member or Provider may request a coverage exception. In the coverage exception process, PBM will consider a variety of factors that include, but are not limited to, Prescription Drugs previously tried and failed by the Member to treat a particular diagnosis or condition, whether the Member is clinically stable on the Prescription Drug, and/or whether switching to a covered Prescription Drug would result in a clinically significant adverse reaction or other harm to the Member.
- e. PBM agrees that for Members who were prescribed and taking Prescription Drugs that are not on PBM's Formulary, PBM will grandfather coverage for such Prescription Drugs for up to 90 days following the effective date of the Agreement Period.

3. Claims Processing Services.

- a. PBM shall perform administrative services for Employer, including but not limited to, processing Claims with a Claims Incurred Date indicated in Section 1 of Exhibit A for Covered Prescription Services in accordance with the Pharmacy Benefit Plan. PBM will pay, on Employer's behalf, only Claims that are: (1) timely submitted by Network Pharmacies through PBM's point-of-sale service system; and (2) properly submitted by Members as requests for reimbursement for Covered Prescription Services. Employer may request PBM, on an exception basis, to process and pay Claims that were denied by PBM or take other actions with respect to the Pharmacy Benefit Plan that are not specifically set forth in this Agreement or the Benefits Booklet. PBM may honor such requests subject to system override capability and Employer paying a processing fee that has been mutually agreed to by the Parties.
- b. PBM will implement certain administrative overrides to authorize the dispensing of Prescription Drugs in response to certain requests that include but are not limited to requests for lost/stolen drugs and vacation supplies.
- c. PBM shall disburse to Member or Network Pharmacies payments that it determines to be due according to the provisions of the Pharmacy Benefit Plan.
- d. PBM shall provide notice in writing when a Member submitted Claim has been denied or a prior authorization request has been denied which notice shall set forth the reasons for the denial and the

right to a full and fair review of the denial under the terms of the Pharmacy Benefit Plan and shall otherwise satisfy applicable law governing the notice of a denied Claim.

- e. Notwithstanding anything to the contrary in the Agreement, PBM will provide pharmacy Coordination of Benefits (COB) services as described in this provision if listed in Exhibit A and, if applicable, Attachment 1 to Exhibit D for the fee set forth in Exhibit A and, if applicable, Attachment 1 to Exhibit D. Employer shall be responsible for providing other party insurance liability information for Members on its eligibility file. If the eligibility file is provided by Employer and PBM determines that coverage under this Agreement is deemed secondary, the Member Claim will reject at point of sale and instruct the Member to submit the Claim to the third party payer that is deemed primary. PBM shall coordinate benefits with the third party payers as appropriate.

4. Utilization and Clinical Management Programs.

- a. PBM will provide a concurrent drug utilization program that assists pharmacies in identifying potential drug interactions, incorrect drug dosage, and inappropriate drug use and misuse. The program utilizes real-time Member health and safety protocols designed to monitor and screen each claim against the Member's Prescription Drug profile and is designed to help promote appropriate Prescription Drug use and help prevent adverse Member reactions. PBM shall make available to prescribing Providers, subject to such prescribing Providers' system capabilities, electronic access to Member eligibility; Prescription Drug Formulary status; Member medication history; a listing of Formulary alternative Prescription Drugs; and applicable Eligible Member Cost Share.
- b. PBM shall offer additional programs to help ensure clinically appropriate use of Prescription Drugs, and effectively manage the cost of care that may include but not be limited to drug edits (i.e. prior authorization, step therapy, quantity limits, and dose optimization), enhanced fraud waste and abuse program, and medication review. Employer shall pay fees for the programs selected by Employer as set forth on Exhibit A. Employer shall abide by all applicable policies and procedures of the programs selected that may require Employer to provide requested information prior to PBM initiating the service.

5. General Provisions.

- a. PBM shall assist Employer in determining whether its Prescription Drug benefit constitutes "creditable prescription drug coverage" as that term is used under the Medicare Part D laws (specifically, 42 C.F.R. 423.56). Unless otherwise agreed to by the Parties, Employer shall be solely responsible for communicating with Members regarding creditable prescription drug coverage matters.
- b. PBM shall make available a toll-free number staffed by adequately trained personnel to address Member questions.
- c. PBM will provide Employer with PBM's standard management and utilization reporting package in connection with the Pharmacy Services provided pursuant to this Pharmacy Services Schedule. At Employer's expense, PBM may prepare and provide custom and ad hoc reports within an agreed-upon time and format, at the rate set forth in Exhibit A of this Pharmacy Services Schedule, as applicable.
- d. PBM will provide Pharmacy Services in accordance with the Pharmacy Benefit Plan and the Plan document(s) adopted by Employer. The Pharmacy Services shall be procedural only and shall be performed by PBM within the framework of policies, interpretations, rules, practices, and procedures made, established, and provided in writing to PBM by Employer.
- e. PBM will maintain all licenses, permits, certifications, registrations, and other regulatory approvals required by law necessary for the performance of PBM's obligations pursuant to this Pharmacy Services Schedule.
- f. PBM will maintain at least one of the following accreditations during the term of the Agreement and this Pharmacy Services Schedule: (a) National Committee for Quality Assurance ("NCQA") certification; (b) Utilization Review Accreditation Commission ("URAC") Drug Utilization Management accreditation; and/or (c) such other NCQA certifications and URAC accreditations applicable to the Pharmacy Services provided hereunder.
- g. PBM shall not be responsible for any adverse consequences from Employer's request to change from one pharmacy benefit administrator to another pharmacy benefit administrator.
- h. PBM agrees to be bound by its obligations under HIPAA as a Business Associate under the same terms as entered into by Anthem Blue Cross Life and Health Insurance Company under its Business Associate Agreement with Employer.

C. Obligations of Employer. To the extent not already provided under Article 3 of this Agreement, Employer shall:

1. Provide PBM with timely, accurate and complete information necessary for PBM to provide the Pharmacy Services. PBM shall be under no obligation to verify the accuracy and completeness of information provided to it by Employer.
2. Provide accurate, timely, complete, and ongoing Member eligibility information to PBM using PBM's prescribed format and methods. Such information shall include, but shall not be limited to, the number and names of Members eligible for and covered under the Pharmacy Benefit Plan and any other information determined by PBM to be necessary to provide Pharmacy Services. PBM will load Member eligibility data no later than three business days after receipt from Employer. PBM will be entitled to rely on the accuracy and completeness of the Member eligibility data from Employer. Employer shall be solely responsible for any errors in Member eligibility data that Employer provides to PBM.

D. Drug Rebate Management.

1. During any Agreement Period, Employer shall not contract, directly or indirectly through a third party, with a manufacturer or any other third party for rebates, discounts, or other financial incentives on claims that are eligible for Prescription Drug Rebates under this Agreement. In the event that PBM determines such violation of this paragraph, Employer shall be deemed ineligible to earn Prescription Drug Rebates, the Drug Rebate Program will be suspended, and Employer shall be required to reimburse PBM for any Prescription Drug Rebates that were previously earned. If Employer fails to reimburse PBM for such Prescription Drug Rebates within 10 business days of PBM's request, PBM shall have the right to recover said amounts by offsetting such amounts against any amounts PBM owes Employer under this Agreement or any other agreement between Employer and PBM. Additionally, PBM may renegotiate the guarantees and/or any pricing terms of the Agreement.

2. Employer acknowledges and agrees that Prescription Drug Rebate amounts are subject to change for reasons including:

- a. any action(s) or inaction(s) by manufacturer that impacts the availability or amount of Prescription Drug Rebate earned, that includes, but is not limited to, manufacturer's discontinuation of the covered Prescription Drugs.

If any change set forth in (a) above occurs, PBM may provide written notice to Employer of such change as soon as reasonably practicable. In such event, PBM shall notify Employer and revise or eliminate such payment as of the effective date of the reduction or elimination of the Prescription Drug Rebate payment. Such reduction or elimination of the Prescription Drug Rebate payment shall result in either a change in the Base Administrative Services Fee as described in Article 18(c) of the Agreement or a change in the percentage of Prescription Drug Rebates retained by PBM.

3. PBM will use reasonable efforts to negotiate and collect Prescription Drug Rebates from manufacturers. PBM shall not be required to institute litigation to negotiate and collect Prescription Drug Rebates from manufacturers. If PBM or its designee does elect to bring suit to recover Prescription Drug Rebates from manufacturers, PBM shall be entitled to deduct all reasonable attorney's fees and other expenses incurred in such litigation prior to payment of the Prescription Drug Rebates to Employer. Neither Party shall be responsible to the other Party, its affiliates, directors, employees, agents, successors, or permitted assigns for any claim arising from: (i) any failure by a manufacturer to pay any Prescription Drug Rebates; (ii) any breach of an agreement relating to the transactions contemplated by or otherwise relating to this Agreement by any manufacturer; or (iii) any negligence or misconduct of any manufacturer.
4. In the event that PBM, its Vendor, and/or manufacturer identifies through audit or other means that Employer has received an overpayment or an erroneous Drug Rebate payment, Employer shall immediately refund such amounts. If Employer fails to do so, PBM shall have the right to recover said amounts by offsetting such amounts against any amounts PBM owes Employer under this Agreement or any other agreement between Employer and PBM.
5. Prescription Drug Rebates paid pursuant to the Agreement and Exhibit A of the Pharmacy Services Schedule are intended to be treated as "discounts" pursuant to the Federal Anti-Kickback Statute set forth at 42 C.F.R. § 1320a-7b and implementing regulations.
6. PBM shall continue to provide Employer its share of the Prescription Drug Rebates under this provision until the termination of this Agreement and any applicable Claims Runout Period. PBM shall provide a final report of the Prescription Drug Rebates received attributable to Employer's Plan after the end of the Claims Runout Period. Any Prescription Drug Rebates earned by Employer prior to the date of termination shall be

paid to Employer within 24 months of the date of termination of this Agreement.

7. Employer acknowledges and agrees that no Prescription Drug Rebates shall be paid pursuant to Exhibit A unless and until this Pharmacy Benefit Services Schedule is fully executed.

E. Pharmacy Base Administrative Services Fees and Expenses

1. Employer agrees to pay PBM fees for the Pharmacy Services as set forth on Exhibit A.
2. PBM's fees for the Pharmacy Services may be renegotiated in the event of substantial changes that would increase or decrease the obligations or costs of providing the Pharmacy Services, including but not limited to changes in the Pharmacy Benefit Plan or legislative changes. Any postage increases, shipping and handling increases, will not result in increases to any fees or any other pricing component and will not be billed back to the Employer. In addition to other rights set forth in Article 18(c) of the Agreement, PBM shall have the right to change the Pharmacy Base Administrative Services Fees or other fees provided in Exhibit A if: (a) PBM is no longer the sole provider of the Covered Prescription Services contemplated in this Pharmacy Services Schedule; (b) Employer implements an on-site pharmacy; or (c) a change in applicable law occurs resulting in an increase in the cost or amount of Covered Prescription Services under this Agreement. PBM shall provide notice, and illustration demonstrating impact of change, to Employer of the change in the Pharmacy Base Administrative Services Fees at least 30 days prior to the implementation date of such change. Any change in the Pharmacy Base Administrative Services Fees will be effective as of the date the change occurs, even if that date is retroactive. If such change is unacceptable to Employer, either Party shall have the right to terminate this Pharmacy Services Schedule by giving written notice of termination to the other Party before the effective date of the change. If Employer accepts the proposed Pharmacy Base Administrative Services Fees, PBM shall provide a revised Exhibit A, and, if applicable, Schedule A, that will then become part of this Agreement without the necessity of securing Employer's signature on the Exhibit and, if applicable, Schedule.
3. If changes in the Pharmacy Benefit Plan are incompatible with existing systems and procedures and require PBM or its subcontractor to perform additional programming, reports, or services, such additional activities will be performed at the expense of Employer, if agreed to by PBM.
4. Employer shall be responsible for out-of-pocket production costs, travel expenses, and banking expenses incurred by PBM in carrying out implementation activities at the request of Employer.
5. PBM shall not provide or be responsible for the expenses or costs of services furnished by attorneys, actuaries, certified public accountants, investment counselors, or investment analysts, or for similar services performed for Employer. PBM shall not be authorized to engage such services or incur any expense or cost therefore without the written consent of Employer. In the event that such services are engaged by PBM at the written request of Employer, Employer shall be responsible for all costs and expense thereof, that shall be separately billed by the provider of the services or by PBM as incurred.
6. Employer agrees to pay PBM fees for Claims Runout Services described in Section 5 of Exhibit A of the Pharmacy Services Schedule.
7. There will be no minimum charge at retail or mail for any transaction.

F. Audits.

1. To the extent any conflict exists between this Section F of the Pharmacy Services Schedule and the Claims audit provisions in Article 12 of the Agreement, the terms and conditions of this Pharmacy Services Schedule shall govern with respect to the provision of Pharmacy Services.
2. Employer may audit PBM directly or through a third party auditor mutually acceptable to PBM. Employer must provide at least 60 days prior written notice to PBM of its intent to conduct an audit of PBM's performance under this Pharmacy Services Schedule to ensure compliance with the Agreement and applicable laws. The scope of an audit including time, place, type and duration of all audits must be reasonable, mutually agreed to in writing by the Parties prior to the commencement of the audit, and in accordance with PBM's audit procedures and guidelines. Employer may conduct an audit once each contract year and such audit may only relate to the last two preceding contract years from the current contract year (the "Audit Period"). Neither Employer nor anyone acting on Employer's behalf shall have a right to audit for the period prior to the Audit Period. A pharmacy Claims audit will be limited to no more than 250 randomly selected Prescription Drug Claims. Employer acknowledges and agrees that Employer is not entitled to audit: (i) documents that are identified as proprietary or trade secret; and (ii) documents that PBM is barred from disclosing by law. All information and records reviewed pursuant to this Section F of the

Pharmacy Services Schedule shall be considered Confidential Information for purposes of this Pharmacy Services Schedule.

3. Audit Procedures.

- a. Any audit shall be contingent upon Employer's third party auditor executing PBM's confidentiality agreement prior to conducting an audit.
 - b. No Audit Period may be audited twice unless required by a governmental body. An audit performed pursuant to this Pharmacy Services Schedule shall be the final audit for the Audit Period and for any prior Audit Period unless otherwise agreed to in writing by the Parties.
 - c. Onsite audits and access to Claims processing systems will not be permitted except as otherwise provided herein.
 - d. Employer shall provide to PBM copies of all final audit reports within 30 days of the end of the audit or at the same time as they are made available by the third party auditor to Employer. PBM shall have a minimum of 60 days to review and respond to each audit finding. Employer or its respective auditor shall have 30 days to respond to PBM's response to each audit finding. If Employer or its respective auditor fails to provide a final audit report within the timeframe set forth above or fails to respond within 30 days of PBM's response, the audit will be considered closed.
 - e. Any errors identified and/or amounts identified as owed to Employer as the result of the audit shall be subject to PBM's review and approval prior to initiating any recoveries pursuant to this Pharmacy Services Schedule.
 - f. PBM reserves the right to terminate any audit being performed by or for Employer if PBM determines that the confidentiality of its information is not properly being maintained or if PBM determines that Employer or the auditor is not following PBM's audit policy.
4. Third party auditors must be independent and objective with no breach of PBM's Confidential Information. Any Employer requests for a third party auditor to audit will constitute Employer's direction and authorization to PBM to disclose Employer-specific information, including Member information and PHI, to Employer's auditor. PBM will provide Employer's auditor with access to all applicable Employer-specific information reasonably necessary to determine the accuracy of Claims payments and verify PBM's performance under this Pharmacy Services Schedule, subject to PBM's third party confidentiality obligations; provided, however, any other documentation requested during the course of an audit not in the audit scope or necessary for the audit, will be provided at PBM's discretion.
5. Employer shall not be permitted to audit any contract between PBM and Network Pharmacies or Vendors. Employer, through an independent third party auditor, shall be entitled to perform a review of up to 10 pharmaceutical company contracts directly related to Employer's Prescription Drug Rebates. PBM will share such contracts with Employer's third party auditor during an onsite audit. Any such audit shall be contingent upon Employer's third party auditor signing a confidentiality agreement acceptable to PBM.

G. Termination. In addition to the provisions in Article 19 of this Agreement,

1. Either Party may terminate this Pharmacy Services Schedule by giving 90 days' notice prior to the date of the termination.
2. This Pharmacy Services Schedule shall terminate on the date the Agreement is terminated unless otherwise agreed to by the Parties. If the Parties agree to continue the Pharmacy Services Schedule after termination, applicable provisions of the Agreement shall remain in effect until a new agreement is reached by the Parties.
3. This Pharmacy Services Schedule shall terminate on the effective date of any governmental body's action that prohibits all activities contemplated under this Pharmacy Services Schedule.
4. Following termination of only this Pharmacy Services Schedule, the remainder of the Agreement shall continue in full force and effect during the Agreement Period. Termination of this Pharmacy Services Schedule will not terminate the rights or obligations of either Party arising out of the period during which this

Agreement was in effect.

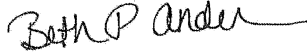
5. In the event of termination of this Pharmacy Services Schedule, PBM shall not be responsible for notifying Members of such termination or of the procedure to be followed to retain or obtain Plan coverage.
6. Upon notice of termination of this Pharmacy Services Schedule for any reason other than for non-payment of amounts due under this Schedule, the Parties will mutually develop a transition plan that includes but is not limited to: (1) a schedule of transition activities and timelines for completion; (2) a detailed description of the respective roles of PBM and Employer; and (3) such other information and planning as necessary to ensure that the transition takes place according to an agreed upon schedule and with minimum disruption to Members. The transition plan shall be subject to written approval by both Parties.
7. Unless mutually agreed to in writing by the Parties, upon termination of this Pharmacy Services Schedule, Employer shall cease adoption and use of PBM's Formulary as part of its Plan and agrees that it shall not copy, distribute, or sell PBM's Formulary.

8. Upon termination, pricing guarantees will be reconciled and any shortfalls will be paid to Employer 90 days following termination. Rebate guarantees will be reconciled and any shortfalls will be paid to Employer within 180 days after termination.

IN WITNESS WHEREOF, the Parties have executed this Schedule to be effective as of the Effective Date.

ANAHEIM UNION HIGH SCHOOL DISTRICT

Anthem Blue Cross Life and Health Insurance Company



By: Nancy Nien

Title: Assistant Superintendent, Business

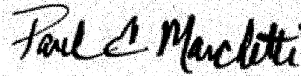
Date: _____

By: Beth Andersen

Title: President, CA Commercial Business

Date: March 13, 2024

CARELONRX, INC.



By: Paul Marchetti

Title: President CarelonRx, Inc

Date: March 13, 2024

**EXHIBIT A – FEES & EXPENSES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
ANAHEIM UNION HIGH SCHOOL DISTRICT**

This Exhibit A shall govern the Agreement Period from January 1, 2024, through December 31, 2026, and is made part of this Pharmacy Benefits Administrative Services Schedule. This Exhibit is intended to supplement the Agreement between the Parties as it relates to Pharmacy Services only. In the event of an inconsistency between the applicable provisions of this Pharmacy Services Schedule and the Agreement, the terms of this Pharmacy Services Schedule shall govern, but only as they relate to Pharmacy Services. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 1. Effective Date and Renewal Notice

This Agreement Period shall be from 12:01 a.m. January 1, 2024, to the end of the day of December 31, 2026.

Paid Claims shall be processed pursuant to the terms of this Pharmacy Services Schedule when incurred and paid as follows:

- Incurred from January 1, 2024, through December 31, 2026, and
- Paid from January 1, 2024, through December 31, 2026.

PBM shall provide any offer to renew this Pharmacy Services Schedule at least 60 days prior to the end of an Agreement Period.

Section 2. Broker or Consultant Base Compensation

Consultant Services

Contract Year 1:

Consultant fee of \$65,000.00 is payable from January 1, 2024, through December 31, 2024. PBM shall remit payment within 30 days of received invoice to the consultant designated by Employer.

Implementation Audit

Contract Year 1:

Consultant fee of \$40,000.00 is payable from January 1, 2024, through December 31, 2024. PBM shall remit payment within 30 days of received invoice to the consultant designated by Employer.

Financial Claims Audit

Contract Year 2:

Consultant fee of \$50,000.00 is payable from January 1, 2025, through December 31, 2025. PBM shall remit payment within 30 days of received invoice to the consultant designated by Employer.

Contract Year 3:

Consultant fee of \$50,000.00 is payable from January 1, 2026, through December 31, 2026. PBM shall remit payment within 30 days of received invoice to the consultant designated by Employer.

It is the intention of the Parties that, for the purposes of the Federal Anti-Kickback Statute, the Consultant Services, Implementation Audit and Financial Claims Audit fees shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by laws or contractual commitment, Employer agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care program as a discount against

the price of the Prescription Drugs provided under this Pharmacy Services Schedule.

Section 3. Pharmacy Administrative Services Fees

Change to Administrative Services Fees. The Administrative Services Fees in Section 3 of Schedule A of the Agreement and the Pharmacy Administrative Services Fees in Section 3 of Exhibit A may be changed during the Agreement Period based upon an event in Article 18(c) of the Agreement or Section E(2) of the Pharmacy Services Schedule.

A. Pharmacy Base Administrative Services Fee

Pharmacy Base Administrative Services Fee. The Pharmacy Administrative Services Fees shall also include a fee that will be charged monthly for services related to pharmacy benefits management including, but not limited to, pharmacy mail services, clinical services, and customer services. Such fee shall be: \$0.00.

B. Drug Rebate Allocation

1. PBM and/or its Vendor has negotiated programs with pharmaceutical manufacturers for drug rebates on certain Prescription Drugs dispensed to Members and has arranged for payments of such rebates to be made directly to PBM ("Drug Rebate Programs"). PBM has entered into such Drug Rebate Programs on its behalf and not on behalf of Employer, and therefore retains all rights, title, and interest to any and all actual Prescription Drug Rebates it receives from manufacturers and/or its Vendor. Such Drug Rebate Programs are not based solely on the Prescription Drug utilization of one Employer Plan, but rather are based on the Prescription Drug utilization of all individuals enrolled in PBM managed programs. The Prescription Drug Rebates are conditioned on certain Prescription Drugs being included on the Formulary that PBM requires Employer to adopt as part of its Plan. Employer shall be paid or credited a portion or the amount attributable to its actual or estimated value of Prescription Drug Rebates as described in Section 3(B) of Exhibit A.
2. PBM may receive Manufacturer Administrative Fees directly from pharmaceutical manufacturers. In addition, PBM may receive service fees from pharmaceutical manufacturers for providing services (e.g., Provider and Member education programs that promote clinically appropriate and safe dispensing and use of Prescription Drugs). For purposes of this Pharmacy Services Schedule, service fees received by PBM shall not be considered Prescription Drug Rebates. For purposes of this Pharmacy Services Schedule, Manufacturer Administrative Fees received by PBM shall be considered Prescription Drug Rebates.
3. Minimum Pharmacy Rebate Offset and Guarantee: PBM shall transfer to Anthem Blue Cross Life and Health Insurance Company an amount that will be used by Anthem Blue Cross Life and Health Insurance Company to reduce the Base Administrative Services Fee set forth in Section 3(A) of Schedule A. The amount of such offset, also referred to as the Pharmacy Rebate Offset is set forth in Section 3(A) of Schedule A. PBM shall reconcile each quarter the Pharmacy Rebate Offset that Employer received against the amount representing 100% of the actual Prescription Drug Rebates PBM received attributable to Employer's Plan. If the actual Prescription Drug Rebate amount the PBM receives is greater than the Pharmacy Rebate Offset the Employer received from PBM, then PBM shall return the difference between the actual Prescription Drug Rebate amount and the Pharmacy Rebate Offset to the Employer. Provided, however, if the total Prescription Drug Rebates Performance Guarantee as defined in Exhibit C, exceeds the amount described herein, the PBM will pay the Employer the difference at annual true up.
4. Medical Drug Rebates. PBM shall retain 100% of the Medical Drug Rebates.

C. **Other Fees or Credits**

Fee for Pharmacy Prior Authorization. \$55.00 per authorization.

Fee for Step Therapy. PBM shall charge a fee of \$0.30 per pharmacy Claim.

Fee for Quantity Limits. PBM shall charge a fee of \$0.55 per pharmacy Claim for applying frequency and quantity limits to certain Prescription Drugs.

Fee for Pharmacy Physician Review. \$800.00 per review.

Fee for Vaccine Administration. PBM shall charge a fee for the administration of vaccines at a retail pharmacy location of \$2.50 per vaccine.

Fee for Medication Review Note. PBM shall charge a fee of \$0.25 per pharmacy Claim for clinical, quality and cost-of-care messages in personalized Member communications.

Fee for Custom Communications. PBM shall charge a fee of \$2.00 per custom communication requested by the Employer.

Fee for Member-Submitted Claims. PBM shall charge a fee of \$2.50 per Claim for each Member-submitted Claim.

Fee for Pharmacy Network Audit. The charge to Employer is 25.00% of the total amount recovered from periodic onsite or field audits of Network Pharmacies, including but not limited to, audits to determine compliance with billing requirements and the terms and conditions of the Network Pharmacy agreements. These audits are separate and distinct from Claims processing and financial accuracy audits.

Unidentified Recoveries. PBM shall retain any funds received through recovery processes that are paid to PBM and, following good faith and reasonable efforts, cannot be tied to a specific Employer or Member.

Fee for Pharmacy Coordination of Benefits. Included in the Pharmacy Administrative Services Fee.

Fee for Cost Relief Program. The charge to Employer for PBM's management of the Cost Relief Program is 25.00% of the Shared Savings. Shared Savings means the amount PBM collects from pharmaceutical manufacturers through the Cost Relief Program multiplied by a discount factor of 5.00%.

Fee for Member Communications. PBM shall charge a fee of \$1.30 per letter for the following programs:

- Non-FDA approved drug block
- Re-labeler program
- Safety Communications /Drug Recalls and Withdrawals
- New Implementation Formulary Disruption Letters
- Commercial Formulary Member Notifications (includes Newly Available Generic Notification when required by law)

Fee for Employer Reporting – Base Package. PBM's Base Package is included at no cost and includes access to RxGuide (unlimited). All custom reporting requests will be charged at \$150 per hour of time needed to generate customized ad hoc reports

Invoices for Prescription Drug Claims. When PBM invoices Employer for Prescription Drug Claims, the amount billed will reflect pricing that may be greater than the amount that is paid to pharmacies for those Claims (Margin Pricing). The use of Margin Pricing provides some control over price swings that Members may otherwise experience when filling prescriptions.■

Pharmacy Plan Implementation Program Credit. PBM shall provide a credit totaling \$200,000.00 to Employer for use from January 1, 2024, through December 31, 2024, as a credit to defray applicable implementation costs incurred. This full credit amount only applies if Employer's enrollment exceeds 2,977 Subscribers from January 1, 2024, through December 31, 2024. If enrollment is below 2,977 Subscribers,

the credit amount decreases proportionally. After December 31, 2024, if enrollment is below 2,977 Subscribers, PBM shall not require that Employer refund any previously paid credits. For any applicable services outlined below that are provided by a Vendor, Employer's request to PBM for application of credit for Vendor's services must be accompanied by copies of Vendor's invoices to Employer in order for PBM to apply a credit to Employer's weekly Claims invoice. PBM will not reimburse Employer's Vendors directly. Services from a Vendor that is a direct competitor of PBM are not eligible for reimbursement. The credit can be used for the following implementation related purposes:

- Custom communication services provided by either PBM or an outside vendor;
- Implementation expenses;
- Claims audit equal to actual billed charges*;
- Clinical audit equal to actual billed charges*;
- Wellness programs purchased by Employer from PBM; or
- Additional reporting or data feeds equal to the actual billed charges.

Personnel expenses, programming expenses and travel are not reimbursable. Employer acknowledges and agrees that PBM will report the payment or credit where required by law to do so.

It is the intention of the Parties that, for the purposes of the Federal Anti-Kickback Statute, this Plan Implementation Program Credit shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by laws or contractual commitment, Employer agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care program as a discount against the price of the Prescription Drugs provided under this Pharmacy Services Schedule.

Flat Fee - Plan Program Credit. PBM will provide an annual Plan Program Credit in the amount of \$200,000.00. The Plan Program Credit is only available from January 1, 2025, through December 31, 2026, and, subject to PBM approval, may be applied towards any combination of the following:

- Plan Communications
- Wellness Programs
- Implementation Audit
- Claims Audit
- Additional Reporting or Data Feeds
- and Other – such as Innovation or Technology

The Plan Program Credit does not apply towards programming expenses that are not directly related to administration of health care benefits, personnel expenses, travel, and incentives.

Employer shall submit all requests for reimbursement under the Plan Program Credit noted above to PBM with documentation of Employer expenses and costs no later than thirty (30) days after the end of the then current contract year. PBM shall reimburse Employer within 30 days of receipt of Employer's request and supporting documentation. Any funds remaining sixty (60) days after the end of then current year in the Plan Program Credit allowance will be retained by PBM.

It is the intention of the Parties that, for the purposes of the Federal Anti-Kickback Statute, this Plan Program Credit shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by laws or contractual commitment, Employer agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care program as a discount against the price of the Prescription Drugs provided under this Pharmacy Services Schedule.

Implementation Audit Credit. PBM shall provide a one-time pre-Implementation audit credit equal to actual billed charges up to a maximum amount of \$40,000.00 if an audit is conducted.

It is the intention of the Parties that, for the purposes of the Federal Anti-Kickback Statute, this Plan Implementation Program Credit shall constitute and shall be treated as a discount against the price of drugs within the meaning of 42 U.S.C. 1320a-7b(b)(3)(A). To the extent required by laws or contractual commitment, Employer agrees to fully and accurately disclose and report any such discount, rebate, credit or allowance to Medicare, Medicaid or other government health care program as a discount against the price of the Prescription Drugs provided under this Pharmacy Services Schedule.

Section 4. Pharmacy Administrative Services Fees and Paid Claims Billing Cycle and Payment Method

Billing cycles and payment methods are contained in Schedule A.

Section 5. Claims Runout Services

A. Claims Runout Period

Claims Runout Period shall be for the 12 months following the date of termination of this Pharmacy Services Schedule.

B. Claims Runout Administrative Services Fee

Pharmacy:

The fee for Claims Runout Services will be waived. Fees in Section 3(C) of this Exhibit A that (i) are associated with Claims processed or reviewed during the Claims Runout Period including without limitation subrogation fees, Claims prepayment analysis fees, recovery fees, network access fees; or (ii) apply to the Pharmacy Services Schedule Period but were not billed during the Pharmacy Services Schedule Period, will be billed and payable during the Claims Runout Period. Payment is due to PBM by the Invoice Due Date.

Section 6. Other Amendments. The Pharmacy Benefits Administrative Services Schedule is otherwise amended as follows:

IN WITNESS WHEREOF, the Parties have executed this Exhibit to be effective as of the pharmacy Agreement Period.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Nancy Nien, Ph. D

Title: Asst. Superintendent, Business Services

Date: _____

CARELONRX, INC

Paul Marchetti

By: Paul Marchetti

Title: President CarelonRx, Inc

Date: March 13, 2024

**EXHIBIT B – PHARMACY SERVICES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
ANAHEIM UNION HIGH SCHOOL DISTRICT**

This Exhibit B shall govern the Agreement Period from January 1, 2024, through December 31, 2026, and is made part of this Pharmacy Benefits Administrative Services Schedule. This Exhibit is intended to supplement the Agreement between the Parties as it relates to Pharmacy Services only. In the event of an inconsistency between the applicable provisions of this Pharmacy Services Schedule and the Agreement, the terms of this Pharmacy Services Schedule shall govern, but only as they relate to Pharmacy Services. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

The following is a list of standard services that PBM will provide under this Pharmacy Services Schedule for the Pharmacy Administrative Services Fees set forth on Section 3 of Exhibit A. These services will be furnished to Employer in a manner consistent with PBM's standard policies and procedures for self-funded plans. PBM may also offer services to Employer that have an additional fee. If Employer has purchased such services, those services and any additional fees are also set forth on Exhibit A.

Prescription Benefit Services

- Mail Order Pharmacy
- Specialty Pharmacy Services
 - Prescription eServices
 - Pharmacy locator
 - Online Formulary
- Point of sale Claims processing (not including pharmacy COB services)
- Mail order Claims processing
- Mail order call center with toll free number
- Mail order regular mailing or shipping and handling
- Standard management reports
- Concurrent Drug Utilization Review (DUR) programs
- Retrospective DURs
- Pharmacy help desk with toll free number
- Daily Claims review audits of Network Pharmacies
- Assistance in determining "creditable prescription drug coverage" under Medicare Part D
- Integration of medical and pharmacy Claims data for proactive prior authorizations (i.e., a Member's diagnosis from medical Claims is incorporated into the pharmacy Claim system to seamlessly approve prior authorizations where diagnoses are required)

**EXHIBIT C - PERFORMANCE GUARANTEES
OF THE PHARMACY BENEFITS ADMINISTRATIVE SERVICES SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
ANAHEIM UNION HIGH SCHOOL DISTRICT**

This Exhibit C provides certain guarantees pertaining to PBM's performance under the Agreement between the Parties ("Performance Guarantees") and shall be effective for each year in the period from January 1, 2024, through December 31, 2026, (the "Performance Period"). Descriptions of the terms of each Performance Guarantee applicable to the Parties are set forth in the Attachments (the "Attachments") to this Exhibit C and made a part of this Exhibit C. This Exhibit shall supplement and amend the Pharmacy Benefits Administrative Services Schedule between the Parties. If there are any inconsistencies between the terms of the Agreement and this Exhibit C, the terms of this Exhibit C shall control. If there are any inconsistencies between the terms contained in this Exhibit, and the terms contained in any of the Attachments to this Exhibit C, the terms of the Attachments to this Exhibit C shall control.

Section 1. General Conditions

- A. The Performance Guarantees described in the Attachments to this Exhibit C shall be in effect only for the Performance Period indicated above, unless specifically indicated otherwise in the Attachments. Each Performance Guarantee shall specify a/an:
1. Allocation. The term Allocation is the percent of total Amount at Risk to each Performance Guarantee.
 2. Amount at Risk. The term Amount at Risk means the amount PBM may pay if it fails to meet the target(s) specified under the Performance Guarantee. The Amount at Risk on guarantees is dollar for dollar on any shortfall with no limit to the amount at risk up to the guaranteed amount. Any surplus on any financial guarantee is retained 100% by Employer. The Amount at Risk will be the full value of the missed performance, not a calculation of Employer's net plan cost impact.
 3. Measurement Period. The term Measurement Period is the period of time under that PBM's performance is measured, that may be the same as or differ from the period of time equal to the Performance Period.
 4. Performance Category. The term Performance Category describes the general type of Performance Guarantee.
 5. Reporting Period. The term Reporting Period refers to how often PBM will report on its performance under a Performance Guarantee.
 6. Service Feature. The term Service Feature is a service standard stipulated and defined to be guaranteed.
- B. PBM shall conduct an analysis of the data necessary to calculate any one of the Performance Guarantees within the timeframes provided in the Attachments to this Exhibit C. In addition, any calculation of Performance Guarantees, reports provided, or analysis performed by PBM shall be based on PBM's then current measurement and calculation methodology, that shall be available to Employer upon request.
- C. If the Agreement is not executed, PBM shall have no obligation to make payment under these Performance Guarantees.
- D. Unless otherwise specified in the Attachments to this Exhibit C, the measurement of the Performance Guarantee shall be based on data that is maintained and stored by PBM or its Vendors.
- E. If Employer terminates the Agreement or the Pharmacy Services Schedule between the Parties prior to the end of the Performance Period, or if the Agreement or the Pharmacy Services Schedule is terminated for non-payment, then Employer shall forfeit any right to collect any further payments under any outstanding Performance Guarantees, whether such Performance Guarantees are for a prior or current Measurement Period or Performance Period.
- F. Prescription Drug Rebate and Prescription Drug Pricing Guarantee Changes.
1. Employer Directed Changes. PBM reserves the right to modify the financial provisions of this Pharmacy Services Schedule if any of the following occur and to the extent of any adverse financial impact to the

overall economic value of the Pharmacy Services Schedule: (a) a change in the scope of services (retail network management, mail, specialty and rebate services) to be performed under this Pharmacy Services Schedule upon which the financial provisions included in this Pharmacy Services Schedule are based; (b) a material change in Plan design or (c) any substantive deviation from Employer's Formulary, which may impact Prescription Drug Rebates "Directed Changes").

Employer agrees to provide PBM with written notice of its desired Directed Changes. Upon receipt of the notice, PBM will have thirty (30) days to determine and inform Employer in writing of any such change to the financial provisions. PBM agrees to discuss its rationale and calculations with Employer's consultant. Employer will inform PBM of its decision of whether or not it will move forward with the Directed Changes. In the event Employer moves forward with the Directed Changes, the Parties agree to execute a change order documenting their agreement of the changes to the financial provisions which Direct Changes and pricing shall be implemented sixty (60) days after the execution of the change order.

PBM shall have the right to revise pricing guarantees in the event there is a greater than 20.00% change in Claims volume.

2. Market Event Conditions. Notwithstanding anything to the contrary in the Agreement, PBM reserves the right to modify or amend the financial provisions of this Pharmacy Services Schedule upon at least sixty (60) days prior written notice, if possible, to Employer in the event of a new or change in federal, state or local laws (including regulations or the interpretation thereof and governmental, judicial or legal action) or industry wide change that materially impacts the financial economics of the Pharmacy Services Schedule. For modifications or amendments made pursuant to the above, PBM agrees to modify the pricing in an equitable manner to preserve the financial interest of both Parties. PBM shall provide documentation demonstrating that the revised pricing terms are equitable based on the new industry standard. In the event Employer demonstrates the revised pricing terms are not equitable and the Parties are unable to reach agreement on revised pricing terms, Employer may terminate this Pharmacy Services Schedule upon ninety (90) days prior written notice. If Employer does not exercise its termination rights as referenced herein, the revised financial provisions will be effective no later than the effective date of the change.
- G. For the purposes of calculating compliance with the Performance Guarantees contained in the Attachments to this Exhibit C, if a delay in performance of, or inability to perform, a service underlying any of the Performance Guarantees is due to circumstances that are beyond the control of PBM, or its Vendors, including but not limited to any act of God, civil riot, floods, fire, pandemics, acts of terrorists, acts of war or power outage, such delayed or non-performed service will not count towards the measurement of the applicable Performance Guarantee.
- H. As determined by PBM, operational Performance Guarantees will be measured using either aggregated data or Employer-specific Data as specified in Attachment 2 to Exhibit C. All financial Performance Guarantees as set forth in Attachment 1 to Exhibit C will be measured using Employer-specific Data. The term Employer-specific Data means the data associated with Employer's Plan that has not been aggregated with other Employer data. Performance Guarantees will specify if Employer-specific Data shall be used for purposes of measuring performance under the Performance Guarantee.
- I. If any Performance Guarantees are tied to a particular program and its components, such Performance Guarantees are only valid if Employer participates in the program and its components for the entirety of the Measurement Period associated with the Performance Guarantee.
- J. Employer acknowledges and agrees that each Performance Guarantee will be measured based on the Measurement Period as described in the Attachments to this Exhibit C and prorated to account for Employer specific Effective or renewal dates when measured using aggregated data. The Performance Guarantee will begin on the Employer Effective Date. However, if the Employer terminates the Pharmacy Benefits Schedule before the end of a Measurement Period, the Performance Guarantee measured will be based on the entire Measurement Period during which the termination occurred.
- K. PBM will provide a copy of the MAC list upon receipt of a signed NDA by both Employer and Employer's third party consultant.
- L. Performance Guarantees are not contingent upon a minimum number of lives at time of implementation or throughout the Agreement Period.

Section 2. Payment

- A. If PBM fails to meet any of the obligations specifically described in a Performance Guarantee described in the Attachments to this Exhibit C, PBM shall pay Employer the amount set forth in the Section describing the

Performance Guarantee. Payment shall be in the form of a credit on Employer's invoice for Administrative Services Fees that will occur annually unless otherwise stated in the Performance Guarantee. Performance Guarantee reconciliations, including any amounts due, will be reported and paid proactively by PBM.

- B. Notwithstanding the above, PBM has the right to offset any amounts owed to Employer under any of the Performance Guarantees contained in the Attachments to this Exhibit C against any amounts owed by Employer to PBM under: (1) any Performance Guarantees contained in the Attachments to this Exhibit C; or (2) the Agreement.
- C. Notwithstanding the foregoing, PBM's obligation to make payment under the Performance Guarantees is conditioned upon Employer's timely performance of its obligations provided in the Agreement and the Pharmacy Schedule, in this Exhibit C and the Attachments, including providing PBM with the information or data required by PBM in the Attachments. PBM shall not be obligated to make payment under a Performance Guarantee if Employer or Employer's vendor's action or inaction adversely impacts PBM's ability to meet any of its obligations provided in the Attachments related to such Performance Guarantee, that expressly includes but is not limited to Employer or its vendor's failure to timely provide PBM with accurate and complete data or information in the form and format expressly required by PBM.
- D. Where the Amount at Risk for a Performance Guarantee is on a percentage of a Per Subscriber Per Month (PSPM) fee basis, the Guarantee will be calculated by multiplying the PSPM amount by the actual annual enrollment during the Measurement Period.
- E. PBM shall reconcile the Pricing Performance Guarantees described in Attachment 1 to Exhibit C on an annual basis, calculated in accordance with Section 4 of this Exhibit C. The reconciliation for each year of the Performance Period will be submitted to Employer within 90 days after the end of the Measurement Period and any resulting value shortfall shall be paid by PBM at the time of submission of the reconciliation report.
- F. PBM shall pass through minimum guaranteed rebate amounts by PBM as described in Attachment 1 to Exhibit C on a quarterly basis in accordance with Section 3 of this Exhibit C to Employer within 90 days after the end of the calendar quarter. PBM shall reconcile the Performance Guarantees for each rebate Performance Guarantee described in Attachment 1 to Exhibit C on an annual basis, calculated in accordance with Section 3 of this Exhibit C. The initial reconciliation for each Measurement Period will be submitted to Employer within 5 months following the end of the Measurement Period and any resulting value shortfall shall be paid by PBM to Employer within 30 days following the reconciliation. PBM will complete a final reconciliation 24 months post Measurement period. All Prescription Drug Rebates collected after the final reconciliation attributable to the reconciled Measurement period shall be retained by PBM. In the event Employer participates in PBM's Cost Relief Program, Employer agrees that any payment due to Employer under the Prescription Drug Rebate Performance Guarantee will be reduced by any amount of Prescription Drug Rebates retracted by a manufacturer(s) as a result of applicable Prescription Drug Rebate eligibility being modified, eliminated or materially reduced under the Cost Relief Program.
- G. Rebate guarantees are for actual rebates received from PBM and do not include other amounts including, but not limited to, therapeutic interchange savings.
- H. There is no days' supply minimum imposed for rebates obtained through mail.
- I. PBM will provide quarterly rebate reporting showing billing, invoiced, collected, and paid amounts.
- J. PBM shall charge Employer cost for all Prescription Drug Claims based upon the lesser of: a) the applicable Claim adjudication rate (if any), b) MAC (if any), or c) U&C charge (if any) ("Lesser of Logic"). U&C is not applicable to Mail Order Pharmacy and Specialty Service Pharmacy Claims.
- K. No other monies (audit, clinical, therapeutic interchange, DUR savings) will be included in adjudication, billing, or guarantee reconciliation calculations.
- L. Eligible Member Cost Share or ancillary fees will not be included in any discount calculation.
- M. The Member will always pay the lowest of the Employer negotiated price or Eligible Member Cost Share. Any excess Eligible Member Cost Share will not be retained by PBM.

Section 3. Prescription Drug Rebate Performance Guarantees

- A. Any payment due to Employer under a rebate Performance Guarantee will not be offset by favorable results achieved in any other pharmacy financial Performance Guarantee.
- B. This Performance Guarantee will be determined by comparing the total Prescription Drug Rebates

Performance Guarantee to the Prescription Drug Rebates credited to the Employer pursuant to the Pharmacy Services Schedule and Section 3(B) of Exhibit A. If the total Prescription Drug Rebates Performance Guarantee exceeds the Prescription Drug Rebates credited to the Employer, PBM will credit Employer the difference.

- C. For purposes of these Rebate Performance Guarantees, the following Claims will not be included in the calculation:
- Medicare Part D Claims;
 - 340B Claims;
 - Prescriptions filled in Massachusetts, Alaska, Hawaii, or Puerto Rico, or filled in any state that imposes some form of Most Favored Nations limitations on pharmacy reimbursement;
 - Vaccines;
 - Prescriptions filled through the Employer's on-site pharmacy;
 - Single Source Generics;
 - Compound Drugs;
 - Brand MAC;
 - Member-submitted Claims;
 - Coordination of Benefits (COB)/ Secondary Claims;
 - Out-of-Network Claims;
 - Subrogated Claims;
 - Non-Formulary Claims;
 - Multi-Source Brands;
 - Specialty Drug Starter Fill;
- D. The Parties acknowledge and agree that Prescription Drug Rebate Guarantees may be revised in the event of product offering decisions by drug manufacturers that result in: (a) a reduction of Prescription Drug Rebates, including the introduction of a lower cost alternative product which may replace an existing rebatable Brand Drug; (b) an unexpected launch of a Brand Drug and/or Generic Drug; (c) unforeseen delays in expected Brand Drug and/or Generic Drug launches; or (d) a Brand Drug unexpectedly converted to over-the-counter ("OTC") status, recalled or withdrawn from the market.
- E. Prescription Drug Rebate Guarantees do not apply to Paid Claims processed through institutional, hospital or staff model/hospital pharmacies where the pharmacy, most likely, has its own manufacturer contracts (rebate or purchase discounts), or through pharmacies that participate in the Federal government pharmaceutical purchasing program.
- F. COVID test kits, COVID anti-viral medication and COVID vaccines are excluded from the Prescription Drug Rebate Guarantees under this Pharmacy Services Schedule.

Section 4. Prescription Drug Pricing Performance Guarantees

- A. To determine any payment due to Employer under these Prescription Drug Pricing Performance Guarantees, each Performance Guarantee is calculated based on the Prescription Drugs that were paid during the Measurement Period for:
- Retail pharmacy (1-83 days' supply)
 - Mail Order Pharmacy (all days' supply)
 - Retail 90 Pharmacy (84+ days' supply)
 - Specialty Drugs
- (each such subset of Paid Claims for Prescription Drugs is referred to as a "Pricing Guarantee Category"). Each guarantee within a Pricing Guarantee Category is then compared to the sum of appropriate portion of the Paid Claims for Prescription Drugs plus any Eligible Member Cost Shares associated with each Performance Guarantee within that Pricing Guarantee Category. Paid Claims for Prescription Drugs include Ingredient Costs plus Dispensing Fees. Therefore, Paid Claims for Prescription Drugs dispensed by a Retail

Pharmacy, Retail 90 Pharmacy, and Mail Order Pharmacies are separated into Brand and Generic Ingredient Costs and Brand and Generic Dispensing Fees. These Ingredient Costs and Dispensing Fees are compared against each identified Performance Guarantee provided in this Pharmacy Services Schedule to determine if the Performance Guarantee is met.

Brand discounts for Retail, Retail 90, and Mail Order the guaranteed AWP discount represents a minimum fixed discount for all claims should the U&C or MAC price be less aggressive.

- B. Any payment due to Employer under any Performance Guarantee within a Pricing Guarantee Performance Category will not be offset by: (i) favorable results achieved in any other Performance Guarantee within that same Pricing Guarantee regardless of the Performance Category; (ii) overall favorable results for a Pricing Guarantee Performance Category; or (iii) any rebate guarantee.
- C. The following conditions apply to this Performance Guarantee:
1. This Performance Guarantee applies to Claims submitted by Network Providers applicable to Employer's Plan.
 2. Drugs identified at the time the prescription is filled as Single Source Generics, will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
 3. Drugs identified at the time the prescription is filled as Brand MAC, will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
 4. Drugs identified at the time the prescription is filled as Dispense As Written Claims with code 5 will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
 5. Drugs identified at the time the prescription is filled as Authorized Generics will be included in the Generic Discount and Generic Dispensing Fee Performance Guarantees.
 6. "Discount" and "Dispensing Fee" shall refer to and mean effective rate/aggregate pricing for Generic Discount, not per Paid Claim discount rates or dispensing fee. Brand Discounts are a minimum fixed discount.
 7. COVID test kits, COVID anti-viral medication and COVID vaccines are excluded from the Prescription Drug Pricing Guarantees under this Pharmacy Services Schedule.
 8. Claims for Covered Prescription Services delivered by a Retail Pharmacy to a Member will be included in the Retail Pharmacy Network Pricing Guarantees and not within the Mail Order Pharmacy Pricing Guarantees.
- D. PBM reserves the right to make changes to any of the Prescription Drug Pricing Performance Guarantees provided in the Attachments to this Exhibit C upon the occurrence, in the PBM's determination, of the following:
1. A failure to meet any of the following requirements. This Guarantee shall only apply to Pharmacy Benefit Plans for which the PBM's Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Drugs for Members, other than exclusive or Limited Distribution Products not available at the Specialty Pharmacy.
- E. The following Claims will be excluded from this Performance Guarantee:
- Medicare Part D Claims;
 - 340B Claims;
 - Prescriptions filled in Massachusetts, Alaska, Hawaii, or Puerto Rico, or filled in any state that imposes some form of Most Favored Nations limitations on pharmacy reimbursement;
 - Vaccines;
 - Prescriptions filled through the Employer's on-site pharmacy;
 - Compound Drugs;
 - Member-submitted Claims;
 - Coordination of Benefit (COB) Claims/Secondary Claims;
 - Out-of-Network Claims;
 - Subrogated Claims;

- Over-the-counter (“OTC”) drugs (other than OTC insulin and OTC supplies)
- F. In the event that there are court or government imposed or industry wide or pricing source initiated changes in the AWP reporting source or source changes in the methodology used for calculating AWP, including, without limitation, changes in the mark-up factor used in calculating AWP (collectively, the “AWP Changes”), the terms of any financial relationship between the Parties that relate to AWP will be modified by PBM such that the value of AWP for the purpose of such relationship(s) will have the same economic equivalence in the aggregate to the value used by the Parties prior to the AWP Change. The intent of this provision is to preserve the relative economics of both Parties for such financial relationships based upon AWP to that which existed immediately prior to the AWP Change.

In the event that the AWP pricing benchmark used by PBM hereunder is replaced with another benchmark calculation, PBM may switch to such new pricing benchmark. If a change to Pricing Guarantees is deemed necessary PBM will provide written notice of new pricing terms at least 30 days before the effective date of the change.

Pharmacy Market Check

After the effective date of the Pharmacy Services Schedule Agreement Period, on an annual basis, Employer, through its consultant experienced in pharmacy benefit management services and after the consultant has executed PBM's confidentiality agreement, shall review the financial terms of the Pharmacy Services Schedule and compare it to financial offerings available in the marketplace for comparable employers. Employer's consultant shall confirm Employer's pricing is competitive with that of reasonably similar employers that have reasonably similar PBM services, plan design, financial assumptions, lines of business and other terms and conditions as Employer (“Comparable Employers”). The market check will be compiled by Employer's consultant by benchmarking against other pricing rates of reasonably Comparable Employers. No later than June 30th of the market check year, Employer will submit to PBM a market check report providing information that allows PBM to evaluate in sufficient detail the Comparable Employers to substantiate the market check conclusion. The market check report will be blinded as to employers. PBM will respond to Employer within thirty (30) days of receipt of the market check report. Employer's market check must include no less than three (3) Comparable Employers and the average pricing rates of the Comparable Employers will be used to measure the annualized savings. If the market check validates an annualized savings of greater than 1.00% of total drug costs and PBM is unable or unwilling to offer new terms and conditions that provide the market check savings, then Employer shall retain the right to terminate the Pharmacy Services Schedule by providing PBM thirty (30) days written notice. Any revisions to pricing resulting from the market check will be effective January 1st of the following contract year and will be set forth in an amendment reflecting the revised pricing.

**ATTACHMENT 1 TO EXHIBIT C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
ANAHEIM UNION HIGH SCHOOL DISTRICT**

Pharmacy Performance Guarantees

This Attachment is made part of Exhibit C and will be effective for the Performance Period from January 1, 2024, through December 31, 2026. This Attachment is intended to supplement and amend the Agreement between the Parties. The Measurement Period for these Performance Guarantees will be annual, unless otherwise specified herein. These Performance Guarantees are guaranteed upon offer and acceptance of renewal of the medical portion of the Agreement.

Pharmacy Performance Guarantee	Measurement and Reporting Period
<p>Prescription Drug Rebate Guarantees</p> <p><u>Minimum Drug Rebates:</u></p> <p>(a) The Prescription Drug Rebates Employer receives from PBM will not be less than the following amounts ("Total Drug Rebates Guarantee"):</p> <p>NATIONAL DIRECT FORMULARY</p> <p>NON-SPECIALTY DRUGS</p> <p>BRAND NAME PRESCRIPTION DRUGS</p> <p>(1) An amount equal to the sum of \$394.36 (YR1) \$452.33 (YR2) \$493.88 (YR3) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Retail Pharmacies for a supply of less than 84 days; plus</p> <p>(2) An amount equal to the sum of \$1,074.39 (YR1) \$1,255.93 (YR2) \$1,380.60 (YR3) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Retail Pharmacies for a supply of 84 days or greater.</p> <p>(3) An amount equal to the sum of \$1,014.00 (YR1) \$1,175.08 (YR2) \$1,277.30 (YR3) per Paid Claim for Non-Specialty Brand Name Prescription Drugs dispensed at Mail Order Pharmacies.</p> <p>SPECIALTY DRUGS</p> <p>BRAND NAME PRESCRIPTION DRUGS</p> <p>(1) An amount equal to the sum of \$3,475.65 (YR1) \$4,162.36 (YR2) \$5,091.53 (YR3) per Paid Claim for Specialty Brand Name Prescription Drugs dispensed at retail and Mail Order Pharmacies</p>	<p><u>Measurement Period</u></p> <p>Annual</p> <p><u>Reporting Period</u></p> <p>Annual</p>
<p>Prescription Drug Pricing Guarantees</p> <p><u>Prescription Drug Pricing:</u></p> <p>(a) The Prescription Drug Pricing Guarantees for Ingredient Cost Discount and Dispensing Fees will be the amounts listed under the following Pricing Guarantee Categories:</p>	<p><u>Measurement Period</u></p> <p>Annual</p> <p><u>Reporting Period</u></p> <p>Annual</p>

BASE RETAIL PHARMACIES

RETAIL PHARMACIES

The guarantees for Retail Pharmacies dispensing 1-83 days supply will be the following amounts:

1. Brand Discount: AWP minus 20.15% (YR1) 20.25% (YR2) 20.35% (YR3)
2. Brand Dispensing Fee: \$0.40 (YR1) \$0.40 (YR2) \$0.40 (YR3)
3. Generic Discount : AWP minus 87.15% (YR1) 87.40% (YR2) 87.65% (YR3)
4. Generic Dispensing Fee: \$0.40 (YR1) \$0.40 (YR2) \$0.40 (YR3)

RETAIL 90 PHARMACY PHARMACIES

The guarantees for RETAIL 90 Pharmacies dispensing 84+day supplies will be the following amounts:

1. Brand Discount: AWP minus 23.15% (YR1) 23.25% (YR2) 23.35% (YR3)
2. Brand Dispensing Fee: \$0.40 (YR1) \$0.40 (YR2) \$0.40 (YR3)

MAIL ORDER OPTIONS

MAIL ORDER PHARMACY

The guarantees for mail order will be the following amounts:

1. Brand Discount: AWP minus 25.15% (YR1) 25.25% (YR2) 25.35% (YR3)
2. Brand Dispensing Fee: \$0.00 (YR1) \$0.00 (YR2) \$0.00 (YR3)
3. Generic Discount: AWP minus 89.15% (YR1) 89.40% (YR2) 89.65% (YR3)
4. Generic Dispensing Fee: \$0.00 (YR1) \$0.00 (YR2) \$0.00 (YR3)

SPECIALTY SERVICE OPTIONS

SPECIALTY DRUGS

The guarantees for Specialty DRUGS will be the following amounts:

1. Discount: AWP minus 23.50% (YR1) 23.75% (YR2) 24.00% (YR3)
2. Dispensing Fee: \$0.00 (YR1) \$0.00 (YR2) \$0.00 (YR3)

The maximum days supply for Specialty Drugs is 30 days.

**ATTACHMENT 2 TO EXHIBIT C
Performance Guarantees
TO ADMINISTRATIVE SERVICES AGREEMENT
WITH
ANAHEIM UNION HIGH SCHOOL DISTRICT**

Pharmacy Operations Guarantees

This Attachment is made part of Exhibit C and will be effective for the Performance Period from January 1, 2024, through December 31, 2026. This Attachment is intended to supplement and amend the Agreement between the Parties. The Measurement Period for these Performance Guarantees will be annual, unless otherwise specified herein. Annual and quarterly reporting periods indicated below are based on calendar years and calendar quarters. These Performance Guarantees are guaranteed upon offer and acceptance of renewal of the medical portion of the Agreement. Payment by PBM to Employer shall be made within 90 days following the reconciliation. The amount at risk for the Pharmacy Operations Guarantees is \$200,000.00 per Measurement Period.

Service Feature	Guarantee	Reporting Period	Reporting Level	Allocation
Claims Processing: Turnaround Time for Member-Submitted Claims – Intervention Required	Member submitted claims with issues or requiring intervention shall be processed within 10 business days.	Quarterly	Book of Business	5.88%
Claims Processing: Turnaround Time for Member-Submitted Claims – No Intervention Required	Member submitted claims not requiring intervention shall be processed within 5 business days.	Quarterly	Book of Business	5.88%
Mail Order: Turnaround Time – Intervention Required	PBM shall dispense and ship from its PBM Mail Order Pharmacies 100.00% of all non-clean (requiring intervention or clarification) prescriptions for covered drugs to members within an average of 4 business days from (and including) the date of the PBM Mail Order Pharmacy's receipt of the prescription.	Quarterly	Book of Business	5.88%
Mail Order: Turnaround Time – No Intervention Required	PBM shall dispense and ship from its PBM Mail Order Pharmacies 100.00% of all clean (not requiring intervention or clarification) prescriptions for covered drugs to members within an average of 1 business day from (and including) the date of the PBM Mail Order Pharmacy's receipt of the prescription.	Quarterly	Book of Business	5.88%
Member Services: First-Call Resolution	PBM will resolve at least 95.00% of issues at the first point of contact.	Quarterly	Book of Business	5.88%
Member Services: Phone Abandonment Rate	PBM guarantees calls to Member Services toll-free phone lines shall have an abandonment rate of 2.00% or less.	Quarterly	Book of Business	5.88%
Member Services: Phone Speed of	For inbound calls to PBM Member Services toll-free phone lines, PBM shall answer 100.00% of	Quarterly	Book of Business	5.88%

Answer	inbound calls within an average of 25 seconds (including calls routed to an IVR).			
Member Services: Satisfaction Survey	<p>PBM shall conduct Member Services satisfaction surveys of members following completion of calls to assess member satisfaction and resolution of individual call. Survey respondents shall be selected at random from members who have called into Member Services toll-free number. Overall satisfaction ratings of at least 93.00% shall be guaranteed.</p> <p>For the purposes of this guarantee, satisfaction shall be defined as Satisfied or better on the following 5-point scale; Completely Satisfied, Very Satisfied, Satisfied, Dissatisfied, Very Dissatisfied. PBM shall be responsible for all costs associated with conducting the surveys. Any survey to be utilized and the third-party vendor must be approved by the client prior to its use.</p>	Annually	Book of Business	5.88%
Member Services: Turnaround Time – Email Inquiries	PBM guarantees 97.00% of email inquiries received by PBM Member Services department from all members will be responded to within 48 hours following the business day on that such inquiry was received. An automated response to received inquiries does not constitute a response for purposes of this guarantee and will not be included in measuring whether this guarantee has been met.	Quarterly	Book of Business	5.88%
Account Management: In-person Meetings	PBM agrees to 4 in-person meetings with Employer annually, and up to weekly calls via phone (at client's discretion). Additionally, meeting materials delivered electronically to the client at least three (3) business days in advance of the meeting and will follow-up on all open issues within three (3) business days after the meeting.	Annually	Employer	5.88%
Account Management: Employer Satisfaction Guarantee	PBM will provide an annual Account Management Satisfaction guarantee. The Account Management Satisfaction guarantee will be at the sole discretion of the Employer, in that the Employer can determine, in good faith, between responses such as "Yes, Employer is satisfied with the performance of the Account Team and related integral support", "No, Employer is not satisfied with the performance of the Account Team and related internal support", or "Employer is x% satisfied with the performance of the Account Team and related internal support".	Annually	Employer	5.88%
Account Management Inquiries	PBM will guarantee that all inquiries and issues sent the account management team will be responded to within 1 business day.	Annually	Employer	5.88%

	For inquiries and issues that cannot be resolved within 1 business day, the account management team will add them to an issue tracking log and provide an update on weekly call (or more frequently via email is at Employer request). Updates will be made at least every 7 calendar days.			
Account Management: Benefit Plan Review	PBM will conduct an annual benefit plan review 45 days prior to effective date of any plan benefit changes, i.e., copayments, co-insurance, clinical rules, etc.	Annually	Employer	5.88%
Account Management: Formulary Change Notification	PBM will provide at least 90 days notice to the Employer prior to any negative formulary or drug list change. PBM will provide membership impact associated with the formulary or drug list changes in advance and will send letter notification to impacted members 60 days in advance of the negative formulary changes.	Quarterly	Employer	5.88%
Account Management: Financial and Clinical Reporting	PBM will guarantee delivery of standard financial and clinical reports within 30 days from the close of each reporting period.	Quarterly	Employer	5.88%
Account Management: Quarterly Reporting	PBM will guarantee that each quarterly report will be provided to the Employer 5 business days prior to meeting.	Quarterly	Employer	5.88%
Account Management Negative Formulary Changes Notification to Prescribing Physician	PBM will guarantee written notification will be provided to prescribing physician(s) of members impacted by a negative formulary change at least 45 days in advance.	Annually	Employer	5.88%

ATTACHMENT 3 TO EXHIBIT C

Performance Guarantees

TO ADMINISTRATIVE SERVICES AGREEMENT

WITH

ANAHEIM UNION HIGH SCHOOL DISTRICT

Pharmacy Implementation Guarantees

This Attachment is made part of Exhibit C and will be effective for the Performance Period from January 1, 2024, through December 31, 2024. This Attachment is intended to supplement and amend the Agreement between the Parties. The Measurement Period for these Performance Guarantees will be annual, unless otherwise specified herein. Annual and quarterly reporting periods indicated below are based on calendar years and calendar quarters. These Performance Guarantees are guaranteed upon offer and acceptance of renewal of the medical portion of the Agreement. Payment by PBM to Employer shall be made within 90 days following the reconciliation.

Performance Category	Guarantee	Reporting Period	Reporting Level	Allocation	Annual Amount at Risk
Implementation	A minimum of 95% of all tasks will be completed by the dates specified in the implementation plan agreed to by the Parties. The implementation plan will be developed by PBM and will contain tasks to be completed by Employer and/or PBM and a timeframe for completion of each task. The implementation plan will also contain Measurement Periods specific to each task. PBM's payment under this Guarantee is conditioned upon Employer's completion of all designated tasks by the dates specified in the implementation plan. This will be measured with Employer-specific Data.	90 calendar days following the end of the implementation period	Employer	50.00%	\$39,000.00
Implementation Survey	A minimum average score of 3 out of 5 will be attained on the Implementation Survey. PBM will prepare and send an Implementation Survey to Employer. PBM will only consider survey results received within 30 calendar days from the delivery of the	90 calendar days following PBM's receipt of the survey	Employer	50.00%	\$39,000.00

	survey to the Employer. This will be measured with Employer-specific Data.				
--	--	--	--	--	--

NON-NEGOTIABLE – THIS SCHEDULE REPRESENTS ANTHEM’S BUSINESS PROCESSES

**INFORMATION SECURITY SCHEDULE
TO
ADMINISTRATIVE SERVICES AGREEMENT
WITH
Anaheim Union High School District**

This Information Security Schedule supplements and amends the Administrative Services Agreement and is effective as of January 1, 2024. In the event of an inconsistency between the applicable provisions of this Schedule, any other Schedule and/or the Agreement, the terms of this Schedule shall govern, but only as they relate to information security. Except as set forth herein, all other terms and conditions of the Agreement remain in full force and effect.

1. Definitions.The definitions noted below shall apply for purposes of this Information Security Schedule.
2. a) "Covered Information" means Protected Health Information, as defined under the Parties' Business Associate Agreement (BAA) and Personal Information, as defined under applicable state data breach notification laws.
3. b) "Information System" means an interconnected set of information resources and includes hardware, software, databases, and applications that collect, process, store, transmit, display, disseminate, and act on Covered Information.
4. Written Information Security Program. Anthem represents that it has established, and shall maintain for the duration of this Agreement, a written information security program that addresses the management of security and the controls employed within the organization to protect the confidentiality, integrity, and availability of Covered Information.
5. Security Policy and Procedures. Anthem shall maintain policy and procedures relating to the safeguarding of data relevant to Covered Information. Anthem shall undertake reasonable efforts to maintain this program in accordance with reasonable industry practices and guidelines from HITRUST (or other similar industry body) that are designed to protect against accidental or unlawful destruction, loss, alteration, or unauthorized third-party disclosure or access to Covered Information.
6. Use of Administrative, Physical and Technical Safeguards.The written information security program and security policy and procedures are designed to clearly identify those technical and organizational measures and practices to be implemented and followed by Anthem, including appropriate administrative, physical, and technical safeguards, which are intended to reasonably protect the security of Covered Information processed by Anthem.
7. Evaluation of Written Information Security Program and Security Policy and Procedures.Anthem agrees that it will take reasonable efforts to review and, as needed, update its written information security program and security policy and procedures at reasonable intervals and whenever there are material changes to Anthem's relevant Information Systems. The Parties affirmatively recognize, however, that both information security best practices and threats to the security of Covered Information are ever evolving and therefore nothing in this Schedule should be interpreted as a contractual promise by Anthem to guarantee perfection in protecting Covered Information or in meeting all information security best practices.
8. Use of Information Classification Standards.In its performance under this Agreement, Anthem shall utilize information classification standards for classifying, labeling and handling of Covered Information.
9. Incident Response Program.Anthem will maintain a written program plan to detect and respond to security incidents. The program will include identification, containment, mitigation, and remediation of an incident. Notification of Security Incidents, as defined under the Parties' BAA, or as may be required under applicable state data breach notification laws, shall be handled in a manner consistent with the Parties' BAA.
10. Disaster Recovery and Business Continuity and Emergency Management.Anthem will maintain appropriate business continuity, disaster recovery and emergency management plans designed to enable Anthem to respond to and recover from material business process disruptions in a manner that will provide for the delivery of critical services under this Agreement in timeframes that align with Anthem's established recovery

time objectives. Anthem shall test its business continuity, disaster recovery and emergency management plans at least annually.

11. Training and Awareness.After hire and periodically thereafter, Anthem shall conduct information security awareness training for Anthem personnel. Anthem's security policy and procedures shall periodically be published and communicated as relevant to Anthem personnel directly or indirectly involved in the processing or safeguarding of Covered Information.
12. Information Security Program Review.Anthem will engage in periodic security assessments, audits, and/or evaluations of its security program as it relates to the protection of Covered Information. Consistent with Anthem's written information security program, these activities include relevant third party evaluation of Anthem's security program, such as HITRUST CSF assessment and certification. Such reviews also include periodic internal and authorized third party network testing, such as vulnerability scans and penetration tests.
13. Access to Summarized Policies.Anthem shall, upon advance reasonable request that does not exceed once per year, provide Client with reasonable and timely access to summarized policies, as permitted by Anthem's written information security program.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT
(NO FEE)**

This Independent Contractor Services Agreement ("Agreement") is made as of the 1 day of June, 2024, between the Anaheim Union High School District ("District") and Maas Energy Works ("Contractor") (each a party, collectively, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.
2. **Term.** The term for services pursuant to this Agreement is from June 1, 2024 through May 31, 2027.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
 - Signed Agreement
 - Insurance Certificate(s) and Endorsements (Section 10)
 - Criminal Background Investigation Certification(s) (Section 16)

Does Not Apply
4. **Compensation.** Contractor agrees to provide Services at no cost.
5. **Independent Contractor.** Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided

employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

- 6. Materials.** Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
- 7. Standard of Care.** Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.
- 8. Audit.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 9. Indemnification.** To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.
- 10. Insurance.**
 - 10.1** The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 10.1.1 General Liability.** One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.
 - 10.1.2** Is this Contractor interacting with students? Yes No For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion

pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.
- 10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.
- 10.2.5 All policies shall be written on an occurrence form.
- 10.2.6 The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

- 11. Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 12. Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 15. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 16. Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes No Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.
- 17. Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

- 18. Termination.** District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
- 19. Limitation of District Liability.** Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- 20. Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 21. Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District

Anaheim Union High School
 District Attn: Nancy Nien
 Copy: Todd Gangnath
 501 N. Crescent Way
 Anaheim, CA 92801
 Phone: (714) 999-3599
 Email: nien_n@auhsd.us

Contractor

Name of Contractor: [Maas Energy Works](#)
 Attn: [Daryl Maas, CEO](#)
 Street Address [1730 South Street](#)
 City State Zip [Redding, CA 96001](#)
 Phone [530-710-8545](#)
 Email: daryl@maasenergy.com

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

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

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

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

Anaheim Union High School District

MAAS Energy Works

Date: _____

Date: 01-26-2024

By: _____

By: 
Daryl Maas (Jan 26, 2024 10:16 PST)

Print Name: Nancy Nien, Ph.D.

Print Name: Daryl Maas

Its: Assistant Superintendent, Business Services

Its: CEO

EXHIBIT A

Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:

Contractor shall:

Our proposed services assigned to subcontractors will be zero. Maas Energy Works (MEW) will not utilize subcontractors for the RNG Fuel Supply and LCFS credit management services offered in this RFP. MEW will serve as your prime contractor; MEW will ensure that the scope of work of RNG Fuel Supply and LCFS Credit Management is fulfilled throughout the terms of this agreement.

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student’s parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee’s fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

Note: There will be zero subcontractors present at the school district. Maas Energy will be the prime contractor and will not have to be on-site to perform any of the RNG services related to this RFP.



CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, _____, am the _____ of _____,
Name of Individual Title Name of Contractor

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor’s employees will or may have contact with students of the District outside of the immediate supervision and control of the student’s parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

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

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

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

Executed at _____, California on _____.

Date

Signature

Typed or Printed Name

Title

Name of Contractor

Address

Telephone Number



Agreement For Niche.com Services

Customer		
Customer	Cambridge Virtual Academy	
Primary* Contact	Name: Hilda Vazquez Email: vazquez_h@auhsd.us Phone: (714) 999-7757	Address: 830 South Dale Avenue, Anaheim, CA 92804 United States
AP Contact Info* accounts payable PO #	Name: Joseph Carmona Email: accounting@auhsd.us Phone: 714-999-5664	Billing Address: 501 Crescent way Anaheim, CA 9280
		Sales Tax Exempt?

* Where Niche requires that you provide an e-mail and/or mailing address, you are responsible for providing your most current e-mail and/or mailing address. In the event that the last e-mail and/or mailing address you provided is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, Niche's dispatch of the e-mail or other message containing such notice will nonetheless constitute effective notice.

Services	
Services	
<ul style="list-style-type: none"> • K-12 Standout Package • Premium Profile • Google Analytics Dashboard • Sponsored Search Listings • Standard Remarketing with Search • Sponsored Profile Listings • Sponsored Listings on Places To Live • Remarketing on Places To Live • Targeted Promotion • Targeted Promotion • Quarterly Digital Strategy Review • Custom Goals • Pixel • Free Targeted Promotion 	
Total Service Fee (USD): \$15,990	
Invoicing Selection/Amount (USD): Upfront	

Service Agreement Information	
*Initial Term Start Date	5/1/2024
Initial Term Length	12.0 Months

*Should Customer fail to sign this Service Agreement prior to the Initial Term Start Date stated in the table above, then the Initial Term Start Date shall be deemed to be the next first (1st), fifth (5th), tenth (10th), fifteenth (15th), twenty-fifth (25th) or last day of a month following the date of Customer's Signature.

This Service Agreement (the "**Service Agreement**"), effective as of the Initial Term Start Date, is by and between the customer identified above ("**Customer**") and Niche.com, Inc. ("**Niche**") and subject to the Customer Terms and Conditions (the "**Terms and Conditions**") located on the internet at the following link - <https://about.niche.com/service-agreement/>). The Terms and Conditions are (i) hereby incorporated herein by reference, (ii) shall govern this Service Agreement, (iii) are integral to the agreement between

the parties, and (iv) are collectively referred to with this Service Agreement as the "**Agreement.**" Should the Services include the provision of products or services to any Entity or Entities, as defined below, other than Customer, then Customer represents that it has the authority to, and hereby does, bind such Entities to this Agreement, including any Exhibits, attachments, or amendments hereto. An Entity ("**Entity**" or "**Entities**") includes the Customer and any entity that Customer directly or indirectly controls, is controlled by or is under common control with Customer; "**control**" means ownership of the majority of the voting shares of such entity or the ability to direct the operations and management of such entity; "**Parent Entity**" shall be the Entity listed as such in Exhibit A. The Agreement contains the entire agreement of the parties and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to these transactions. All capitalized terms used but not defined in this Service Agreement shall have the meanings given such terms in the Terms and Conditions. The parties, intending to be legally bound, hereby agree as follows:

Term: The Initial Term ("**Initial Term**") of this Agreement shall be effective as of the **Initial Term Start Date**, each of which is indicated in the Services Table, above. At the end of the Initial Term, this Service Agreement will automatically renew for successive 12-month terms (each a "**Renewal Term**," collectively referenced with the Initial Term as the "**Term**") at the then-current market rates for the Services unless either Party terminates the Agreement by providing written notice at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

Services: Niche will provide the Services stated in the Services Table, above in accordance with the terms of the Agreement.

[Signatures Applied to the Following Page]

Agreement & Acceptance: IN WITNESS WHEREOF the parties have entered into the Agreement, as of the date set forth above. BY EXECUTING THIS SERVICE AGREEMENT, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS AND (B) ACCEPT THE TERMS AND CONDITIONS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEIR TERMS.

NICHE.COM, INC.

CUSTOMER:

By: _____

By: _____

Name: Kennedy Richey

Name: Jaron Fried

Title: K12 Partnerships Executive

Title: Assistant Superintendent, Education

Date: _____

Date: 4/19/24

DS
KR

SEXUAL HARASSMENT, STUDENTS**8708**

The Anaheim Union High School District is committed to maintaining a learning environment that is free of harassment and discrimination. The District prohibits the unlawful sexual harassment of any student by anyone at school or at school-sponsored or school-related activities. Under federal and state law, the term sexual harassment includes sexual violence. The District also prohibits retaliatory behavior or action against any person who reports, testifies about, files a complaint, or otherwise participates in a District complaint, investigation or grievance process regarding alleged sexual harassment in violation of this policy.

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment; or, under Title IX of the Education Amendments of 1972 (Title IX), a hostile environment has been created if the unwelcome conduct of a sexual nature is sufficiently serious that it denies or limits the student's ability to participate in or benefit from the educational program.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Though an incident of sexual harassment may occur off campus or unrelated to school activity, if the effects of the incident may result in harassment, intimidation, or bullying at school or at school-sponsored or school-related activities, which is sufficiently serious to interfere with or limit the targeted student's ability to participate in or benefit from the education program, the District Title IX Coordinator/designee or Principal/designee shall promptly investigate, determine what occurred, and take action to eliminate any harassment, intimidation, or bullying that occurs at school or at school-sponsored or school-related activities, prevent its recurrence, and address its effects.

A "report" or "complaint" is defined as any oral or written communication to a District employee or administrator which alleges behavior or misconduct that may constitute sexual harassment or sexual violence. A report or complaint may include an oral report, an email, a text message, or other message conveyed to a District employee or administrator. The report or complaint does not have to be on a particular form or use specific words to identify the law which may have been violated.

An “educational setting” includes participation in educational programs and activities of the school or District, including all the academic, educational, extracurricular, athletic, and other programs and activities of the school, whether those programs or activities take place in a school’s facilities, on a school bus, or at a class or training program sponsored by the school or District at another location.

A “third-party” includes someone who is connected to the school or the district for educational, business, or extra-curricular purposes. For example, a third-party may include a vendor, volunteer, coach, or other person who is on school or District grounds during the hours of operation or who is present in the educational setting.

Examples of types of conduct which are prohibited in the District and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.
3. Unwelcome or demeaning conduct or comments of a sexual nature directed at or about an individual related to actual or perceived gender, gender identity and gender expression, sex, sexual behavior, sexual orientation, or other related personal characteristics.
4. Graphic verbal comments about an individual’s body or overly personal conversation(s).
5. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature.
6. Spreading sexual rumors.
7. Teasing or sexual remarks about students enrolled in a predominantly single-sex class.
8. Massaging, grabbing, fondling, stroking, or brushing the body.
9. Touching an individual’s body or clothes in a sexual way.
10. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex.
11. Displaying sexually suggestive objects.
12. Sexual violence, including, but not limited to, sexual assault or sexual battery as defined in Education Code 48900(n), or sexual coercion.
13. Dating violence, stalking, and relationship abuse.

14. Electronic communications containing words, or images described above, including but not limited to sending of sexual pictures, images, web pages, memes, gifs, or messages through text messaging, social media, or other technologies using a telephone, computer, or any wireless communications device.
15. A District employee engaging in, soliciting, or encouraging a sexual relationship or sexual activity with a student(s) based on written, verbal, and/or physical contact or fraternization with a student(s). In some circumstances, a District employee's physical contact with a student may also take on sexual connotations and rise to the level of sexual harassment. For example, a District employee's behavior, such as repeatedly hugging and putting their arms around a student under inappropriate circumstances, could rise to the level of unwelcome touching of a sexual nature.
16. Sexual relationships between District employees and students.
17. Sexual relationships between District employees and former students, if (a) the District employee pursued an intimate or sexual relationship with the former student while the student was enrolled in the District and while the employee was employed with the District.; (b) if the District employee's pursuing behavior took place in an educational setting; or (c) if the District employee's behavior adversely affects the current educational environment.
18. Sexual relationships between District employees and students or former students may also violate Title IX.

The Superintendent or designee shall ensure that all District students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment and sexual violence, including the fact that sexual harassment and sexual violence could occur between people of the same sex.
2. A clear message that students do not have to endure sexual harassment or sexual violence.
3. Encouragement for a student to immediately contact a teacher, the Principal/designee or any other available District employee if the student has been subjected to sexual harassment by a student, District employee, or a third-party in the educational setting.
4. Explanation that, when a report of sexual harassment is made to a Principal/designee, that administrator shall inform the student and/or parent/guardian of the right to file a written complaint through the District's Uniform Complaint Procedures, and also explain how to access those procedures.
5. Encouragement for student bystanders to report observed instances of sexual harassment, even where the target of the harassment has not complained.

6. Information about the District's procedure for investigating sexual harassment complaints and the person(s) to whom a report of sexual harassment should be made.
7. Information about the rights of students and parents/guardians to file a criminal complaint or an OCR complaint, as applicable

Title IX Coordinator

The Board designates the Title IX Coordinator to receive and direct investigation of complaints under this policy, maintain records of complaints and subsequent related actions, ensure District compliance with the law, and answer inquiries regarding the District's sexual harassment policies. The Title IX Coordinator may designate another District employee or third-party investigator to investigate complaints.

Title IX Coordinator
501 N. Crescent Way / P.O. Box 3520
Anaheim, CA 92803
Phone: 714 999-~~1252~~**5621**
stout_1@auhsd.us

Student Reports

Any student who believes they have been subjected to sexual harassment or who has witnessed sexual harassment may report the conduct to any District employee.

District Employee Observation and Reports

Any District employee who receives a sexual harassment report shall promptly report it to the Title IX Coordinator.

Any such report by a District employee does not satisfy the obligation to make a mandated report of suspected child abuse, if applicable.

Reports about Principal/Designee

Where a sexual harassment report or complaint involves the Principal/designee/employee's supervisor, District Title IX Coordinator, or any other person to whom the complaint, report, or incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

Notification of Factual Findings from other Entities

If the District is on notice of a factual finding that a District employee engaged in behavior with a student, (including a student from a different school or district), which may constitute sexual harassment or sexual violence as defined in this policy, the District Title IX Coordinator shall investigate the circumstances surrounding the factual finding.

If the District is on notice of a factual finding that a student engaged in behavior with another student, (including a student from a different school or district), which may constitute sexual harassment or sexual violence as defined in this policy, the District Title IX Coordinator shall investigate the circumstances surrounding the factual finding.

If the District Title IX Coordinator is able to determine that the factual finding rises to the level of sexual harassment in violation of this policy, the District shall promptly take action to eliminate the sexual harassment in the educational setting, prevent its recurrence in the educational setting, and address its effects in the educational setting.

For the purposes of this section, a “factual finding” includes a finding of fact made by another public or private school, a law enforcement agency, a child protection agency, a court, the Commission on Teaching Credentials, or any other finding of fact provided to the District which indicates that a District employee or student engaged in behavior which may constitute a violation of this policy and poses a risk to the safety of the District’s students.

Other Complaint Options

A student may file a complaint of sexual harassment and, if desired, simultaneously proceed with a criminal complaint. When and if applicable, the District Title IX Coordinator will inform the complainant and respondent of the status of the investigation and when the investigation resumes if a temporary delay is caused by the initiation of a criminal investigation.

A student may also file a sex discrimination complaint with the Office for Civil Rights (OCR) of the United States Department of Education.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the District’s sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti.
2. Providing training to students, staff, and parents/guardians about how to recognize harassment and how to respond. Training for staff may include topics of child abuse reporting and Title IX compliance.
3. Disseminating and/or summarizing the District’s policy and regulation regarding sexual harassment.
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school’s response to parents/guardians and the community.
5. Taking appropriate disciplinary action.
6. Taking appropriate remedial or corrective actions.

Confidentiality

All complaints and allegations of sexual harassment or sexual violence shall be kept confidential except as necessary to carry out the investigation, take subsequent remedial or corrective action, conduct ongoing monitoring, or as required by law.

Maintenance of Records

The District Title IX Coordinator, in consultation with the Superintendent or designee, shall maintain a record of all reported cases of sexual harassment and sexual violence to enable the District to monitor, address, and prevent harassing behavior in the educational setting.

Notifications

A copy of the District's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year
2. Be displayed on the District and school websites, in a prominent location in the main administrative building, and in other areas where notices of District rules, regulations, procedures, and standards of conduct are posted
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session
4. Appear in any school or District publication that sets forth the school's or District's comprehensive rules, regulations, procedures, and standards of conduct
5. Be included in the student handbook
6. Be provided District employees at the beginning of the first quarter or semester of the school year, or when a new District employee is hired
7. Be provided to employee organizations

Legal Reference:

EDUCATION CODE

200-262.4	Prohibition of discrimination on the basis of sex
48900	Grounds for suspension or expulsion
48900.2	Additional grounds for suspension or expulsion; sexual harassment
48904	Liability of parent/guardian for willful student misconduct
48980	Notice at beginning of term

CIVIL CODE

- 51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

- 12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

- 3080 Application of section
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

- 1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX, discrimination

CODE OF FEDERAL REGULATIONS, TITLE 34

- 99.1-99.67 Family Educational Rights and Privacy
106.1-106.71 Nondiscrimination on the basis of sex in education programs

Board of Trustees

October 25, 2001

References Reviewed: November 2003

Revised: November 5, 2019

Revised: December 15, 2020

Revised: November 17, 2022

Revised: Pending

A

Students – Sexual Harassment

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment:

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking, on the basis of sex, as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to BP 91200 - Uniform Complaint Procedures **or BP 8701.1 – Anti-Bullying. The specific determination as to process will be made by Complainant. If no process is selected, BP 8701.1 will be used to ensure prompt and effective investigation.**

Filing a Complaint

A report of sexual harassment shall be submitted directly to or forwarded to the District's Title IX Coordinator:

Title IX Coordinator
501 N. Crescent Way / P.O. Box 3520
Anaheim, CA 92803
Phone: 714 999-4252 **5621**
stout_1@auhsd.us

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district.

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not

constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint.

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal.

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 91200 - Uniform Complaint Procedures as applicable.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are non-disciplinary, non-punitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

Emergency Removal from School

On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint.

The district may facilitate an informal resolution process provided that the district:

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process / Investigation

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45.

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following:

1. The district's Title IX complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

During the investigation process, the district shall:

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before a decision-maker reaches a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The district shall maintain confidentiality and/or privacy rights of all parties to the complaint in accordance with applicable state and federal laws, except as may be permitted or required to carry out the Title IX complaint process.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct.

The written decision shall be issued within 45 calendar days of the receipt of the complaint. However, the district may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action.

The district shall use the “preponderance of the evidence” standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. The written decision shall include the following:

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district’s code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district’s educational program or activity will be provided by the district to the complainant
6. The district’s procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district’s decision or dismissal of a formal complaint or any allegation

in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 5 school days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 7 school days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include, but are not limited to, the same individualized services described above in the section "Supportive Measures," but need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent for engaging in sexual harassment, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made.

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall

recommend expulsion.

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to an educational monitoring student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44.

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

Legal Reference:

EDUCATION CODE

- | | |
|-----------|---|
| 200-262.4 | Prohibition of discrimination on the basis of sex |
| 48900 | Grounds for suspension or expulsion |
| 48900.2 | Additional grounds for suspension or expulsion; sexual harassment |
| 48985 | Notices, report, statements and records in primary language |

CIVIL CODE

- 51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

- 12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

- 4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

- 1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

- 12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

- 1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

- 99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

- Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
& ITS ANAHEIM HIGH CHAPTER 74/
ANAHEIM UNION HIGH SCHOOL DISTRICT

CSEA Proposal

March 12, 2024

03:29P.M.

ARTICLE 5: WORKING HOURS

5.8 Additional Hours and/or Assignments

5.8.1 Additional Hours: 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.

5.8.2 Overtime: Scheduled overtime opportunities to work at an employee's assigned site/department will be rotated in order of seniority (by date of hire in the district) to employees within the appropriate classification(s).

11.4.2 BAD SENTENCE

For the 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.

5.8.3 Preference Over Substitute: When the opportunity to work extra hour or overtime assignments arises, and the hours do not conflict with permanent employees' regular work schedules, permanent employees shall be offered before substitutes.

5.8.4+ Extended School Year (ESY): Any CSEA member who is employed 10 or fewer months, who possesses 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.

~~Christopher~~ 03/12/24

Mullner 3/12/24

Burdick 3-12-24

TA 03/12

TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
& ITS ANAHEIM HIGH CHAPTER 74
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

CSEA
March 12, 2024
01:05
Ⓢ : P.M.

ARTICLE 8: SAFETY CONDITIONS

8.1 **Safe Working Conditions** - ~~The District shall provide employees with safe working conditions.~~

8.1.1 The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

8.1.2 ~~8-2~~ The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.

8.2 **Unsafe Conditions** -

8.2.1 ~~8-3~~ It shall be the responsibility of the employees to report unsafe working conditions to their immediate supervisor. **Administrators will monitor and report to the District unsafe working conditions. The District will respond to the unit member with a copy of the work order.**

8.2.2 ~~8-4~~ No employee shall be required to work under conditions dangerous to the employee's safety.

8.2.3 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor as soon as possible.

8.2.3.1 As defined in Penal Code Section 240, an assault is an unlawful attempt, coupled with present ability, to commit a violent injury on the person of another.

8.2.3.2 As defined in Penal Code Section 242, a battery is any willful and unlawful use of force or violence upon the person of another.

8.2.4 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include the unit member and any administrator having knowledge of said incident reporting such incident to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

8.2.4.1 In the event of a physical attack directed towards a unit member, the site administrator will take reasonable steps under the circumstances to secure immediate first aid and/or medical treatment for any injury resulting from the attack.

8.2.4.2 The unit member shall submit a written report regarding the incident to the site administrator within no more than two (2) work days following the incident. The site administrator shall conduct a reasonable investigation of the incident taking into consideration the initial notification and any written report from the unit member.

Following the investigation, the site administrator shall notify the unit member and Assistant Superintendent, Human Resources or Director, Human Resources of the investigation's outcome.

8.2.5 Whenever a student has exhibited violent behavior, made threats against employees, or was in possession of weapons, the site administrator shall notify all classified staff that come in contact with the student. Threats of personal harm or property damage shall be handled in the manner prescribed by law.

8.3 Reasonable Use of Force

Unit members may take necessary reasonable action in the performance of their duties to ensure the safety of themselves and/or others, or when necessary for the defense of themselves and/or others, that is consistent with district policies and practices, and that is consistent with applicable law.

8.4 Emergencies/Disaster Procedures

8.4.1 Within the first thirty (30) days of the school year, site administrators will distribute to and review with unit members procedures to be followed in the event of a disaster or emergency.

8.4.2 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.


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 The District will provide first aid training and CPR training to at least five (5) CSEA bargaining unit members employees at each school and at the District Office.

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

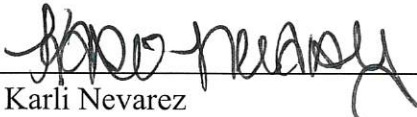
DATED: 3/12/24

BY: 
Heather Huttner
President, Anaheim High Chapter 74

DATED: 3-17-24

BY: 
Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 
Karli Nevarez
CSEA Labor Relations Representative

TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
& ITS ANAHEIM HIGH CHAPTER 74
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

March 12, 2024
04:27 P.M.

ARTICLE 11: WAGES AND ITEMS RELATED TO WAGES

11.1 Salary

For the 2023~~2~~-23~~4~~ school year, there shall be a wage increase of ~~eight~~ **four point five (4.5%) percent (8%)** applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.13) and longevity flat rate amounts (increase reflected in Sections 11.8, for all bargaining unit members. All 2023~~2~~-23~~4~~ 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, 2023~~2~~ and be retroactive to July 1, 2023~~2~~. If any employee organization receives a salary schedule increase that is higher than CSEA for any and all of the 2024~~1~~-25~~2~~, 2025~~2~~-2026~~3~~, and 2026~~3~~-2027~~4~~ 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 \$~~618~~**646** additional after ten (10) years of service with the Anaheim Union High School District.

4% plus \$~~1,839~~**1,922** additional after (15) years of service with the Anaheim Union High School District.

7% plus \$~~3,386~~**3,538** additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus \$~~4,416~~**4,615** additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus ~~\$4,716~~**4,928** 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 ($\frac{1}{2}$) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid ~~\$161~~**168** 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.

11.13 **Stipends**

11.13.1 **Bilingual Pay**

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed competency requirements in a language other than English. **The District will offer and notify all classified employees of competency testing at least two (2) per school year.** If the employee is selected for a bilingual assignment, the employee shall be compensated an additional ~~\$161~~**168** per month for conversing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

Additionally, any employee not covered under the provision above, asked to perform bilingual duties, will not be reprimanded for refusing work they are not trained or qualified to perform.

11.13.2 Licensed Vocational Nurse (LVN) Stipend

A stipend in the amount of ~~\$2,894~~**3,025** (6.32%) will be paid to LVNs. The percentage shall be applied to Step 1 of Range 55 on the Salary Schedule.

11.13.3 Lead Stipends

If a classified employee is assigned “Lead” duties in their respective classification, on a temporary and as-needed basis, the employee shall be compensated an additional \$250 per month. This stipend will be subject to monthly eligibility review by the District. Examples of “Lead” duties include training other classified staff and substitutes, serving as a liaison between the classification group and District Administration, and providing general classification-specific support across the District.

No employee assigned “Lead” 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 “Lead” duties.

11.16 Professional Growth Program

11.16.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

~~2023-24~~ School Year Exception: **Pending the Professional Growth Committee's upcoming review of the Professional Growth Program (ref. MOU)**, ~~F~~for the remainder of the ~~2023-24~~ school year only (April 17, 2019 to June 30, 2019), units in progress **or completed** during the current **school year** ~~term of~~ **at** 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.

11.17 Employee Development

Upon District approval, each employee shall have the opportunity to attend and be compensated for district and non-district sponsored employee development activities beyond the work year, work week, or work day, at the current step of their salary range. Corresponding "Employee Development" form(s)/application(s) will be mutually agreed upon no later than May 23, 2024.

11.187 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:

11.187.1 prescription eyeglasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee

11.187.2 vehicles

11.187.3 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:

11.187.4 Vehicle collision (including hit and run incident(s)).

11.187.5 ~~Such personal items as tape recorders, radios, telephones, pagers, or compact disc players~~ **Personal electronic devices** belonging to the employee, unless approved by the District in item 11.189.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.187.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.187.7 Cash, credit cards, or other cash equivalent items.

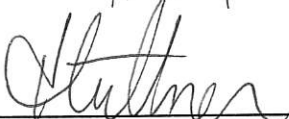
The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost, whichever is less for other property. Loss or damage shall be reported to the principal or supervisor and, if appropriate, to the police as soon as the employee becomes 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.

11.198 Procedure Regarding Layoff (Ref: Education code 45308, 45297, 45117)

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

DATED: 3/12/24

BY: 

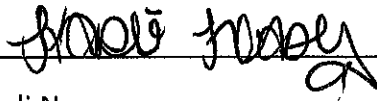
Heather Huttner
President, Anaheim High Chapter 74

DATED: 3-12-24

BY: 

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez
CSEA Labor Relations Representative

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

& ITS ANAHEIM HIGH CHAPTER 74/

ANAHEIM UNION HIGH SCHOOL DISTRICT

CSEA Proposal

March 12, 2024

3:39 P.M.

ARTICLE 12: LEAVES

12.1.1 Reproductive Loss

The District agrees to grant a request by an employee to take up to five (5) paid days of reproductive loss leave following a reproductive loss event. "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction as defined in Government Code section 12945.6. Reproductive loss leave may be nonconsecutive and, except as limited by law, shall be completed within three (3) months after the reproductive loss event. If an employee experiences more than one reproductive loss event within a twelve-month (12-month) period, the amount of reproductive loss leave time shall be limited to no more than twenty (20) days within that twelve-month (12 month) period. 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, provided that information related to leave for a reproductive loss event shall be maintained as confidential. The District may require satisfactory proof of the nature, extent, and duration of the leave if it believes an employee is abusing the use of reproductive loss 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.

Brook 3-12-24

John Hedges 03/12/24

Stullmer 3/12/24 BOT 13

TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
& ITS ANAHEIM HIGH CHAPTER 74
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

TA 03/12

CSEA
March 12, 2024

01:07 PM.

ARTICLE 13: VACATIONS

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. **Vacation days can be used for family leave or personal emergencies when sick leave has been exhausted.**

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~~ **shall submit** a vacation schedule for that school/fiscal year. **All vacation requests shall be given a response in writing by the requesting employee's supervisor within 5 working**

TENTATIVE AGREEMENT
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
& ITS ANAHEIM HIGH CHAPTER 74
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

March 12, 2024

ARTICLE 18: DURATION AND REOPENERS

This Agreement shall become effective on July 1, 2023~~0~~ and remain in full force and effect up to and including June 30, 2026~~3~~ 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 2024~~2~~-25~~3~~ and 2025-26 contract years, 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 2023~~0~~-2024~~1~~, 2024~~1~~-2025~~2~~ and 2025~~2~~-2026~~3~~ notwithstanding the results of the limited re-opener of negotiations as outlined above.

This Agreement is dated: ~~March 12~~ May 20, 2024~~2021~~

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

DATED: 13/03/2024

DATED: 03/12/2024

BY: Heather Huttner

BY: Brad Jackson

Heather Huttner
President, Anaheim High Chapter 74

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/2024

BY: K

Karli Nevarez
CSEA Labor Relations Representative

Signature: 

Email: huttner_h@auhsd.us

Signature: 

Email: knevarez@csea.com

Signature: 
Brad Jackson (Mar 15, 2024 09:49 PDT)

Email: jackson_b@auhsd.us


days. In the event a vacation request is denied, upon request by the employee, the supervisor will provide the employee with the reason for the denial in writing. The employee may request a conference with the supervisor to review the reason for denial. and, if unsatisfied, request a conference with the next supervisor in the appropriate chain of command. If unsatisfied, the employee should still attempt to resolve the matter through the appropriate chain of command. However, the employee may also request a conference with either the Director of Human Resources or the Assistant Superintendent of Human Resources designee to further review the reason for the denial.


Changes to the vacation calendar may be amended throughout the year utilizing the same approval process as stated in 13.5. Vacation days can be used for family leave or personal emergencies when sick leave has been exhausted. 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.

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

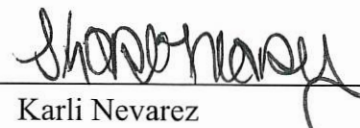
DATED: 3/12/24

DATED: 3-12-24

BY: 
Heather Huttner
President, Anaheim High Chapter 74

BY: 
Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 
Karli Nevarez
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

Bilingual & Biliterate Status
March 12, 2024


The California School Employees Association and its Anaheim High Chapter 74 ("CSEA") and the Anaheim Union High School District ("District") enter into this Memorandum of Understanding ("MOU") to form a joint work group to review and recommend changes to the current process of determining bilingual and biliterate status, including specific guidelines, job duties, and compensation.

The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the employee's hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than 30 days after the parties reach a final settlement for the 2023-2024 bargaining process. The product of this group shall be shared with the parties' respective negotiation teams no later than September 30, 2024, and will be the starting point for negotiations for the 2024-25 school year on this topic. These dates may be altered by mutual agreement.

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

DATED: 3/12/24

DATED: 3-12-24

BY: 

Heather Huttner
President, Anaheim High Chapter 74

BY: 

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

Professional Growth Program
March 12, 2024

The California School Employees Association and its Anaheim High Chapter 74 ("CSEA") and the Anaheim Union High School District ("District") enter into this Memorandum of Understanding ("MOU") to form a joint work group to review and recommend changes to the Professional Growth Program to: (a) make the program more accessible to employees and (b) streamline the administration process for the district.

The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the employee's hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than 30 days after the parties reach a final settlement for the 2023-2024 bargaining process. The product of this group shall be shared with the parties' respective negotiation teams no later than September 30, 2024, and will be the starting point for negotiations for the 2024-25 school year on this topic. These dates may be altered by mutual agreement.


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

DATED: 3/12/24

DATED: 3-12-24

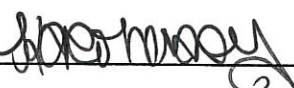
BY: 

Heather Huttner
President, Anaheim High Chapter 74

BY: 

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT**

**BUS MONITOR ASSIGNMENTS
March 12, 2024**

The California School Employees Association and its Anaheim High Chapter 74 (“CSEA”) and the Anaheim Union High School District (“District”) enter into this Memorandum of Understanding (“MOU”) regarding Instructional Assistants (with the exception of the classification of Instructional Assistant - Specialized Academic Instruction) performing Bus Monitor assignments. Resulting from the 2023–24 joint work group, this MOU relates to the understandings and agreements reached by the District and the Association regarding this work:

A. Bus Monitor Assignment Process –

1. **Comprehensive school sites** will use this process to assign Instructional Assistants (IAs) to a Bus Monitor assignment:
 - a. **General Bus Monitor Assignments:** Bus routes requiring a Bus Monitor are offered in order of district seniority, by site, regardless of the program.
 - b. **1:1 Bus Monitor:**
 - i. Bus routes requiring a Bus Monitor that transport students with an assigned 1:1 IA are first offered to that IA.
 - ii. If the assigned 1:1 IA is either not interested, or is a substitute, the route is then offered by District seniority within the student’s program.
 - iii. If no IAs within the program accept the route, it is then offered by District seniority to other IAs within the appropriate classification, based on the specific need of the particular student, at that site.
 - iv. If no IAs within the appropriate classification accept the route, it can then be offered to the student’s substitute 1:1 IA, and then to other substitutes within the same program.
 - c. Each site must maintain a list of all IAs that are willing to cover in the case of a Bus Monitor absence.

2. **Hope School** will use this process to assign Instructional Assistants (IAs) to a Bus Monitor assignment:
 - a. IAs are provided a list of all available bus routes.
 - i. Route information includes the assigned students and pick-up time/location.
 - ii. Routes are listed in descending order, based on the approximate duration of time required to complete the route.
 - iii. Routes will be designated based on the type of assignment, as either “Medically Fragile” or “Behavior Support”.
 - b. IAs interested in a Bus Monitor assignment will use a Ranking Sheet to list, in order of preference, the routes they are eligible for based on their classification.
 - c. IAs must complete, sign, and return the Ranking Sheet by the established deadline.
 - d. Routes will be assigned by indicated preference, in accordance with District seniority. After all routes have been assigned, IAs will be notified of their assignment.
 - e. The site must maintain a list of all IAs that are willing to cover in the case of a Bus Monitor absence.

B. Bus Monitor Responsibilities –

1. IAs will be given Bus Monitor contracts for the period of one academic year; however, assignments may end sooner if the assigned route no longer requires a Bus Monitor (e.g. student transfers, moves out of district, graduates, etc.). The contracts (attached) include the following expectations:
 - a. Bus monitors must review and sign the Bus Monitor Procedures and Expectations Document, along with the Bus Monitor Contract, as acknowledgment of what is expected of the IA while supervising their student(s) on the bus.
 - b. Bus Monitors who accompany students requiring supervision will receive specific instructions (including copies of care plans, behavior intervention plans, or any other relevant information and/or training regarding individual student needs and care) as well as procedures that may need to be followed from the appropriate staff prior to the start of the bus monitor’s assignment.
 - c. Bus Monitors may trade bus routes, only if they have completed proper training, with approval from administration.
 - d. Bus Monitors are expected to report and be ready at the designated pick-up time and location.
 - e. Bus Monitors must sign in for their assignment using the designated system.

- f. Bus Monitors are responsible for completing any student equipment checklists prior to bus departure.
- g. Bus Monitors must provide consistent supervision of students while on the bus. Personal cellular phone use should be limited and used only in emergent circumstances while supervising students.
- h. Bus Monitors must not have any work restrictions which would limit their abilities to meet the needs of students on the bus.
- i. Bus Monitors must report absences in a timely manner, and in accordance with the procedures outlined in section C - Bus Monitor Absences below.
- j. Bus Monitors must maintain consistent attendance - *frequent* absences could result in removal from assignment.

C. Bus Monitor Absences –


1. A designated IA will receive an “extra hour” assignment in order to arrange coverage when a Bus Monitor is absent.
 - a. The designated IA will work from 5:00AM to 6:30AM, under the supervision of Hope Administration.
 - i. Hope Administration will interview and select a candidate to fulfill this duty in conjunction with the bus assignment process.
 - b. A District cellular phone will be provided to the designated IA to utilize for the purpose of arranging Bus Monitor coverage.
2. If a Bus Monitor knows in advance that they will be unable to work their Bus Monitor assignment, they will be responsible for arranging their own coverage.
3. If a Bus Monitor has an unexpected absence, they will provide notice of absence from their Bus Monitor assignment (via Google Form) no later than 5:30AM on the day of their absence.
4. The designated IA responsible for arranging bus coverage will use the list of backup Bus Monitors, as provided by each school site, to arrange coverage. This IA will also provide the covering Bus Monitor all necessary information, including bus number, pick-up time, location, Bus Driver’s name, and any other special instructions.
5. If the IA is unable to find a backup Bus Monitor, they will notify Transportation as soon as possible.
6. The above outlined procedure for the coverage of Bus Monitor assignment absences will be initially implemented on a trial basis, effective beginning the 2024 Extended School Year (ESY). During 2024 ESY and the 2024-25 school

year, the parties may meet and agree to any revisions of this section as needed.

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

DATED: 3/12/24

DATED: 3-12-24

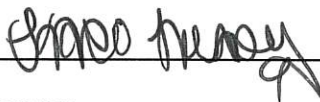
BY: 

BY: 

Heather Huttner
President, Anaheim High Chapter 74

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

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, 2023

to

June 30, 2026

**Approved by the Board of Trustees: Pending
For 2023-24**

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	RECOGNITION.....	1
2	HEALTH AND WELFARE.....	5-8
	2.1 Primary Benefits.....	5
	2.2 Surviving Dependent Coverage.....	6
	2.3 Right to Contact.....	6
	2.4 Self-Insurance Plan.....	6
	2.5 COBRA Eligibility.....	6
	2.6 Health and Welfare Parity.....	6
	2.7 Insurance Committee.....	7
	2.8 Retiree Benefits.....	7
	2.9 Eligibility.....	8
	2.10 IRS Section 125-Flexible Benefit Plan.....	8
3	ORGANIZATIONAL SECURITY.....	9
	3.1 Membership Applications and Information about CSEA Dues.....	9
	3.2 Right to Payroll Deduction.....	9
	3.3 Revocation of Membership.....	9
	3.4 Changes in Deductions.....	9
	3.5 Dues Remission and Information.....	9
	3.6 Hold Harmless.....	9
4	GRIEVANCE PROCEDURES.....	10-14
	4.1 Rights of the Association.....	10
	4.2 General Provisions.....	10
	4.3 Grievance Procedures.....	12
	4.4 Arbitration.....	12
	4.5 No Reprisals.....	14
5	WORKING HOURS.....	15-17
	5.1 Workweek.....	15
	5.2 Work Year.....	15
	5.3 Workday.....	15
	5.4 In-service Days.....	15
	5.5 Lunch Periods.....	15
	5.6 Rest Periods.....	16
	5.7 Definitions.....	16
	5.8 Additional Hours and/or Assignments.....	16
	5.9 Minimum Call-In Time.....	17
	5.10 Call Back Time.....	17
	5.11 Reporting Work Hours.....	17
6	TRANSFER PROCEDURES.....	18-19
	6.1 Definition.....	18
	6.2 Eligibility for Transfer.....	18
	6.3 Effects of Transfer.....	18
	6.4 Voluntary Transfer.....	18
	6.5 Involuntary Transfer.....	19
	6.6 Disciplinary Action.....	19
7	EVALUATION PROCEDURES.....	20
8	SAFETY CONDITIONS.....	21
9	CONCERTED ACTIVITIES.....	23
10	MANAGEMENT RIGHTS.....	24
11	WAGES AND ITEMS RELATED TO WAGES.....	27-43
	11.1 Salary.....	27
	11.2 Overtime Pay.....	27
	11.3 Overtime Pay on Holidays.....	27

11.4	Right of Refusal - Compensatory Time Off, Overtime.....	27
11.5	Compensatory Overtime.....	28
11.6	Sixth/Seventh Day of Work Pay.....	28
11.7	Pay Increases After Promotion.....	28
11.8	Longevity.....	28
11.9	Night Work Differential.....	29
11.10	Working Out of Classification.....	29
11.11	Extra Service Pay.....	29
11.12	Mileage.....	29
11.13	Stipends.....	29
11.14	Limited Term or Provisional Employees.....	30
11.15	Classification Study.....	31
11.16	Professional Growth Program.....	33
11.17	Employee Development.....	38
11.18	Replacement of Personal Property.....	38
12	LEAVES.....	44-57
12.1	Bereavement Leave.....	44
12.2	Jury Leave.....	45
12.3	Military Leave.....	45
12.4	Paid Sick Leave.....	45
12.5	Industrial Accident/Industrial Illness Leave.....	47
12.6	Court Appearance.....	48
12.7	Personal Necessity Leave.....	48
12.8	Parental Leave.....	49
12.9	Leave of Absence Without Pay.....	50
12.10	Scheduled Paid Holidays.....	53
12.11	Catastrophic Leave.....	53
13	VACATIONS.....	58-60
13.1	Eligibility.....	58
13.2	Accrual	58
13.3	Number of Days.....	58
13.4	Additional Days.....	58
13.5	Use of Days.....	59
13.6	Accumulation of Days.....	59
13.7	Vacation Schedules.....	59
13.8	Termination of Vacation.....	60
13.9	Interruption of Vacation.....	60
13.10	Upon Separation.....	60
13.11	Holiday During Vacation.....	60
13.12	Winter and Spring Break.....	60
14	ASSOCIATION RIGHTS.....	61
14.1	Release Time - Association Business.....	61
14.2	Release Time - Negotiations.....	61
14.3	Access.....	61
14.4	Seniority Roster.....	61
14.5	Employee Roster.....	61
15	SEPARABILITY AND SAVINGS.....	62
16	ENTIRE AGREEMENT.....	63
17	PUBLICATION OF AGREEMENT.....	64
18	DURATION AND REOPENERS.....	65

ATTACHMENTS

- A 2023-2024 Salary Schedule
- B Regarding GPS/Zonar Tracking Devices and Video Cameras on District Property and Vehicles MOU (4/19/19)
- C Bilingual & Biliterate Status (3/12/24)
- D Professional Growth Program (3/12/24)
- E Bus Monitor Assignments (3/12/24)
- F Health & Welfare MOU for 2024 (10/30/23)

EXPIRED ATTACHMENTS

- 1 School Secretary Assignments MOU (6/27/01)
- 2 Career Ladder MOU (2/18/03)
- 3 Prescription Drug Program-Insurance Committee Recommendations MOU (10/5/06)
- 4 Reduction in Force (8/20/08)
- 5 Health and Welfare Program Change MOU (12/11/09)
- 6 2010-11 Tentative Agreement (3/18/10)
- 7 Furlough Days Adjustment for 2010-11 (1/20/11)
- 8 Bus Aide MOU (1/28/04)
- 9 Personal Necessity Leaves of Absences (12/11/09)
- 10 Wages and Items Related to Wages (12/11/09)
- 11 Salary Schedule MOU (6/13/11)
- 12 Personal Necessity Leaves of Absence (6/13/11)
- 13 Health & Welfare Program Change (11/4/10)
- 14 Modify the HMO health insurance benefit plan for office visit and emergency room co-payment MOU (9/12/08)
- 15 Bilingual Status MOU (6/28/06)
- 16 Salary Schedule 2012-13 MOU (5/10/12)
- 17 2013-2014 Salary, Bereavement Leave MOU (11/7/13)
- 18 Health and Welfare MOU for 2012 (12/8/11)
- 19 Health and Welfare MOU for 2013 (10/11/12)
- 20 Health and Welfare Cost Containment MOU (5/10/12)
- 21 Effects of Layoffs for 2008-2009 (8/20/09)
- 22 Effects of Layoffs for 2010-2011 School Year (5/26/10)
- 23 Effects of Layoffs for 2011-2012 School Year (6/13/11)
- 24 Effects of Layoffs for 2012-2013 (6/28/12)
- 25 Bus Aide MOU (6/13/11)
- 26 Special Education Instructional Assistants MOU (renewed)
- 27 No Child Left Behind (NCLB) Implementation MOU (1/28/04)
- 28 Health and Welfare MOU for 2014 (11/7/13)
- 29 Early Retirement Incentive (12/11/14)
- 30 Bilingual Status MOU (12/11/14)
- 31 Health and Welfare MOU for 2016 (12/10/15)
- 32 Effects of Layoffs for 2017-2018 School Year (5/24/17)
- 33 Position Additions, Restorations, and Augmentations MOU (11/13/18)
- 34 Temporary Reassignment of Duties for the 2020-2021 School Year and COVID-19

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

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

Excluded:

Management / Supervisory

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

Confidential Positions

Executive Assistant
Human Resources Specialist
Senior Executive Assistant

AFSCME Positions

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

NON-CLASSIFIED

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

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

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

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

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

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

2.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2022 of \$1,354 per month or \$16,244 per year per enrolled unit member.

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

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

Example:

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

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

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

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

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

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70

percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Plan Administration Services will be provided by Trustmark. Psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by Anthem Blue Cross, and prescription services will be provided through Express Script, Inc.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of \$5,000.00 per month, and a minimum amount of not less than \$25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 **Surviving Dependent Coverage**

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.

2.3 **Right to Contact**

The Association shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 **Self-Insurance Plan**

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 **Health and Welfare Parity**

If an agreement is reached with any other collective bargaining group on Health and Welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2021.

2.7 **Insurance Committee**

The Association may name three (3) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the new year.

The District and CSEA agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 **Retiree Benefits**

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to 1979 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

- 2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: \$58. for PPO medical, \$46.30 for EPO/HMO medical, and \$10.40 for dental coverage for employees only.
- 2.8.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.
- 2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.
- 2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 **Eligibility**

All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 2.1 and 2.6 of this Article.

Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 **IRS Section 125 - Flexible Benefit Plan**

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by the Association and the District. Participation by bargaining unit members in the plan shall be voluntary.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 Membership Applications and Information about CSEA Dues

The District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative.

3.2 Right to Payroll Deduction

CSEA shall have the sole and exclusive right to payroll deduction of regular membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. There shall be no charge by the employer to CSEA for regular membership dues deductions.

3.3 Revocation of Membership

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the Association before processing any revocation request.

3.4 Changes in Deductions

The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

3.5 Dues Remissions and Information

With respect to all sums deducted by the District pursuant to Sections 3.2, 3.3, and 3.4 above, the District agrees to promptly remit such monies to CSEA, accompanied by an alphabetical list of unit members for whom membership fee deductions have been made, and an alphabetical list of unit members for whom no CSEA dues deductions have been made. Both lists will indicate any changes in personnel from the list previously furnished.

3.5.1 The Association agrees to furnish any information needed by the District to fulfill the provisions of the Article.

3.6 Hold Harmless

CSEA shall indemnify the District for any claims arising from its compliance with this article. The District shall promptly notify CSEA of any claims or litigation arising from implementation of this article.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is defined as a statement by an employee and/or the Association that the District violated an express term of this Agreement and that by reason of such violation the employee's rights have been adversely affected. (Reference: South Bay USD V. PERB (1991))

4.1 Rights of the Association

- 4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of any individual to seek a satisfactory resolution of his problem by himself.
- 4.1.2 If an employee is not represented by the Association or its representative, the District shall notify the Association whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Association of the proposed adjustment and shall provide the Association with the opportunity to respond to the proposed adjustment. In any event, an adjustment made pursuant to this 4.1.2 shall not be used by the District as precedent for resolving future grievances or to establish a past practice.

4.2 General Provisions

- 4.2.1 The grievant shall have the right to be represented in all his/her discussions concerning the grievance by the Association.
- 4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form to be approved by the Board of Trustees and shall contain a clear, concise statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conferences and the specific remedy sought.
- 4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:
 - 4.2.3.1 Grievance sustained.
 - 4.2.3.2 Grievance denied.
 - 4.2.3.3 Grievance sustained in part.
 - 4.2.3.4 In addition to the above, all responses shall contain a statement of the rationale 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 subtraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

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

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

4.4.7 Rules of Procedure

The arbitrator shall apply the rules of procedures normally followed by arbitrators in Southern California with respect to binding arbitration hearings, opinions and awards pertaining to classified public school employees. Upon agreement of the parties, the arbitration may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

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

4.5 **No Reprisals**

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

ARTICLE 5: WORKING HOURS

5.1 Workweek

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. If the District determines that the needs of the District dictates a changing of a regular work week that is different from the initial fixed and ascertainable date of hire, the District shall first solicit volunteers to meet those needs. If no volunteers are forthcoming, the District may impose changes on a seniority based criteria with the least senior employee being affected first, followed by the next senior in successive order until the District's need is met.

5.2 Work Year

The length of each employee's work year shall be determined by the District. Any change in the established work year, including the work months, of any unit member shall be negotiated with the association.

Beginning with the 2015-16 school year, the work year for 9-month hourly employees will be increased by two days. The first workday will be two days prior to the first student day.

5.3 Workday

The employee's regular workday shall consist of eight (8) hours of work, except that the Board may assign employees to a greater or lesser period of regular daily work whenever the needs of the District so dictate. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures as stated in the CSEA contract Article 11.20, in effect at the time of the action. In the event of a layoff, the District will meet and negotiate over the effects of the layoff with the Association. (Reference: Newman-Crows Landing USD (1982) PERB 223)

5.4 In-service Days

After the first student attendance day in August, on days designated by administrators as teacher training, preparatory or in-service days, which are student nonattendance days, or days which are regular student days classified personnel shall receive regular pay whether or not they are required to report for duty that day. (Ed Code 45203) The District has the option to schedule in-service training or regularly assigned work.

5.5 Lunch Periods

Each employee shall be granted an unpaid duty free lunch period of at least one-half (1/2) hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift.

5.6 **Rest Periods**

Each bargaining unit employee shall be provided one (1) fifteen (15) minute rest period for each four (4) consecutive hours worked, to be taken at times approved by the immediate supervisor. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Paid rest periods may be combined with unpaid lunch breaks through mutual agreement between employee and supervisor. Compensated rest periods shall be taken daily and cannot be carried over day to day.

5.7 **Definitions**

5.7.1 Overtime hours is any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any work week.

5.7.2 Overtime rate is equal to one and one-half (1½) times the employee's regular rate of pay.

5.7.3 Additional Hours/Workdays/Work weeks is any time/days/weeks in excess of the employee's Board approved workday, workweek, or work year.

5.7.4 Additional/Dual assignment occurs when the employee is assigned and/or contracted to work more than one position in a different or like classification in a temporary or permanent assignment, at the same or different location and/or department.

5.8 **Additional Hours and/or Assignments**

5.8.1 Additional Hours: 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.

5.8.2 Overtime: Scheduled overtime opportunities to work at an employee's assigned site/department will be rotated in order of seniority (by date of hire in the district) to employees within the appropriate classification(s).

For the 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.

5.8.3 Preference Over Substitutes: When the opportunity to work extra hour or overtime assignments arises, and the hours do not

conflict with permanent employees' regular work schedules, permanent employees shall be offered before substitutes.

5.8.4 Extended School Year (ESY): Any CSEA member who is employed 10 or fewer months, who possess the minimum qualifications for summer school and/or ESY senior administrative assistant, may apply. Applicants will be interviewed and a candidate will be selected for each school site hosting a full summer school and/or ESY program.

In the event summer school/ESY begins prior to the conclusion of the newly selected summer school secretary's regular school year work assignment, the overlapping days shall be forfeited, not to exceed three (3) days.

5.9 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

5.10 Call Back Time

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, equal to one and one-half (1½) times the employee's regular rate of pay, irrespective of the actual time less than that required to be worked.

5.11 Reporting Work Hours

Employees are required to adhere to assigned hours and reporting procedures established by the district, site or department and to report accurately. Impacts and effects of any change in reporting procedures may be negotiated upon request from the Association. Failing to follow procedures, dishonesty or falsifying records will result in disciplinary action up to and including dismissal.

ARTICLE 6: TRANSFER PROCEDURES

6.1 Definition

A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position s/he holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

6.2 Eligibility for Transfer

The Director of Human Resources - Classified shall determine whether classes are sufficiently related to permit transfer between them. He/she shall consider similarity of duties, minimum qualifications, examination content and occupational group.

6.3 Effects of Transfer

Transfer shall be made without change in salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.

6.4 Voluntary Transfer

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

6.4.1 A vacancy list will be posted at each site by title, job site or department, hours, and posting date. Vacancies will be updated as necessary.

6.4.2 An employee may apply for a lateral transfer at any time.

6.4.3 When vacancies occur, all employees who are permanent in their classification who have a current "Request for Transfer" on file with the Human Resources Office - Classified and those in the first three ranks on the Promotional Eligibility List will be notified of the vacancy and given the opportunity to interview for the position in accordance with Personnel Commission rules. An appropriate transfer, as determined by the District, may be considered first.

6.4.4 A permanent employee(s) may be transferred at his/her request and for the good of the service from one position to another in the same class at the discretion of the District.

6.4.5 Transfer requests, while on file in the Human Resources Office - Classified, will be kept confidential. Employees may contact the Human Resources Office - Classified to obtain information concerning current openings.

6.4.6 Employees accepting a lateral transfer to the same class must remain in the position one school year before accepting another position in the same classification. All special circumstances will be negotiated between CSEA and the District.

- 6.4.7 The Human Resources Office - Classified shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.
- 6.4.8 Transfer requests will be kept until the end of the fiscal year in which requested. New transfer requests must be initiated on July 1 or later for the new fiscal year.
- 6.4.9 **Transfer Based on Workload**
District reserves the right to accept voluntary transfers based on workload.

6.5 Involuntary Transfer

Transfers of employees on a temporary or permanent basis may be initiated by the District management at any time such transfers is in the best interest of the District as defined by the Superintendent under the following conditions. An employee affected by such transfer shall be given notice as soon as practicable. The District shall notify CSEA in writing of any upcoming involuntary transfer. Any employee affected by such transfer has the right to CSEA representation at any conference with management to discuss the reasons for the transfer.

- 6.5.1 At the request of the employee or the Association, employees may be transferred from one job title in a classification to another job title in the same classification at the same or alternative site for the good of the service. Such requests will be in written format and shall specify the reason for the transfer, steps previously taken to remediate the situation, and benefit to be gained through the transfer.
- 6.5.2 Employees may be transferred from one site to another site based on workload as determined by the supervisor, site administrator, superintendent, or designee. Transfers will only be considered to balance staffing and not as a punitive measure.
- 6.5.3 Involuntary transfers shall not be implemented for arbitrary, capricious or discriminatory reasons. The "best interest of the District" clause set forth in section 6.5 shall conform to this standard.

6.6 Disciplinary Action

Employees involved in disciplinary action shall not be considered for transfer under Section 6.5.1 of this agreement.

ARTICLE 7: EVALUATION PROCEDURES

- 7.1 The employee's immediate supervisor shall make the evaluation and complete the evaluation form. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator.
- 7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.
- 7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.
- 7.1.3 Probationary or permanent employees may be evaluated more frequently, at the discretion of the immediate supervisor.
- 7.1.4 Excellent performance shall be commended in writing on all evaluation forms.
- 7.1.5 The immediate supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.
- The signature of the employee being formally evaluated written on the evaluation form shall be taken as indicating that the employee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment to the evaluation within ten (10) working days of the date on the copy of the Classified Composite Performance Appraisal.
- 7.1.6 The evaluation shall be made in writing on a form to be provided by the Human Resources Office -Classified. All sections on this form will be completed accurately. This form shall be designated the "Composite Classified Performance Appraisal" form.
- 7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 8: SAFETY CONDITIONS

The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations within the general industry and construction industry standards, where applicable.

8.1 Safe Working Conditions

8.1.1 The Board shall, within the limitation of its financial capabilities, provide bargaining employees with safe working conditions.

8.1.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.

8.2 Unsafe Conditions

8.2.1 It shall be the responsibility of the employees to report unsafe working conditions to their immediate supervisor. Administrators will monitor and report to the District unsafe working conditions. The District will respond to the unit member with a copy of the work order.

8.2.2 No employee shall be required to work under conditions dangerous to the employee's safety.

8.2.3 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor as soon as possible.

8.2.3.1 As defined in Penal Code Section 240, an assault is an unlawful attempt, coupled with present ability, to commit a violent injury on the person of another.

8.2.3.2 As defined in Penal Code Section 242, a battery is any willful and unlawful use of force or violence upon the person of another.

8.2.4 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include the unit member and any administrator having knowledge of said incident reporting such incident to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

8.2.4.1 In the event of a physical attack directed towards a unit member, the site administrator will take reasonable steps under the circumstances to secure

immediate first aid and/or medical treatment for any injury resulting from the attack.

- 8.2.4.2 The unit member shall submit a written report regarding the incident to the site administrator within no more than two (2) work days following the incident. The site administrator shall conduct a reasonable investigation of the incident taking into consideration the initial notification and any written report from the unit member.

Following the investigation, the site administrator shall notify the unit member and Assistant Superintendent, Human Resources or Director, Human Resources of the investigation's outcome.

- 8.2.5 Whenever a student has exhibited violent behavior, made threats against employees, or was in possession of weapons, the site administrator shall notify all classified staff that come in contact with the student. Threats of personal harm or property damage shall be handled in the manner prescribed by law.

8.3 **Reasonable Use of Force**

Unit members may take necessary reasonable action in the performance of their duties to ensure the safety of themselves and/or others, or when necessary for the defense of themselves and/or others, that is consistent with district policies and practices, and that is consistent with applicable law.

8.4 **Emergencies/Disaster Procedures**

- 8.4.1 Within the first thirty (30) days of the school year, site administrators will distribute to and review with unit members procedures to be followed in the event of a disaster or emergency.

- 8.4.2 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.

- 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 The District will provide first aid training and CPR training to at least five (5) CSEA bargaining unit members at each school and at the District Office.

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 2023-24 school year, there shall be a wage increase of four point five percent (4.5%) applied to the entire classified (CSEA Bargaining Unit) salary schedule referenced herein as Attachment A, inclusive of any and all stipends (increase reflected in Sections 11.9 and 11.13) and longevity flat rate amounts (increase reflected in Sections 11.8, for all bargaining unit members. All 2023-24 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, 2023 and be retroactive to July 1, 2023.

If any employee organization receives a salary schedule increase that is higher than CSEA for any and all of the 2024-25, 2025-2026, and 2023-2027 school years, then CSEA may request, and the District will agree, to re-open negotiations on salary for each applicable school year.

11.2 Overtime Pay

Employees shall be compensated at the rate of one and one-half (1 ½) times the employee's rate of pay for any time worked in excess of eight (8) hours in any one (1) day and any time in excess of forty (40) hours in any workweek. Overtime shall be specifically assigned and authorized in advance by the supervisor.

11.3 Overtime Pay on Holidays

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1½) times the regular rate of pay in addition to the regular rate of pay for the holiday.

11.4 Right of Refusal - Compensatory Time Off, Overtime

11.4.1 A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. The supervisor shall inform an employee of the intended method of payment (cash or compensatory time) at the time of proposing or directing overtime work.

11.4.2 An employee may refuse overtime work, except that when the needs of the District warrant, the supervisor may direct the employee to work overtime. The needs of the District shall be defined by the supervisor, in accordance with District practice. The supervisor shall attempt to identify employees desiring to work overtime voluntarily and on seniority-based rotation most senior by date of hire in the district and in descending order. Should there be no volunteers, the district may impose overtime on a seniority-based assignment with the least senior member encumbered first and so on in ascending order. In the event that an employee believes that directed overtime is not being issued in accordance with Article 11.4, the employee may contact the Assistant Superintendent of Human Resources for review.

11.5 Compensatory Overtime

Compensatory time off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor. If not permitted to be taken before the end of the twelve-month period, payment will be made to employee at the overtime rate.

11.6 Sixth/Seventh Day of Work Pay

11.6.1 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1½) times his/her regular rate of pay.

11.6.2 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1½) times his/her regular rate of pay.

11.7 Pay Increases After Promotion

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first step of the salary range that reflects at least a four (4) percent increase. Additional advancement will occur on the first of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.8 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus \$646 additional after ten (10) years of service with the Anaheim Union High School District.

4% plus \$1,922 additional after (15) years of service with the Anaheim Union High School District.

7% plus \$3,538 additional after twenty (20) years of service with the Anaheim Union High School District.

10% plus \$4,615 additional after twenty-five (25) years of service with the Anaheim Union High School District.

12% plus \$4,928 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 ($\frac{1}{2}$) times or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$168 per month higher than the salary grade for daytime employees.

11.10 **Working Out of Classification**

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing boards in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a thirty (30) calendar day period except as authorized herein.

An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification. If the employee is asked to perform work in a lower paying classification his/her current salary shall remain the same and shall not be adjusted upwards nor downwards. Such adjustments upward shall be consistent with the salary placement given an employee who received a promotion as indicated in Article 11.7.

No employee assigned duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced duties.

11.11 **Extra Service Pay (Replaces MOU 3/5/98)**

Classified employees who accept extra-service duty assignments will be paid on the existing certificated extra-service pay assignment schedule.

11.12 **Mileage**

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate. The use of private vehicles for school district business is subject to the approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.

11.13 **Stipends**

11.13.1 **Bilingual Pay**

Principals and District department heads shall be aware of employees who have voluntarily tested for and passed

competency requirements in a language other than English. The District will offer and notify all classified employees of competency testing at least two (2) per school year. If the employee is selected for a bilingual assignment, the employee shall be compensated an additional \$168 per month for conversing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

Additionally, any employee not covered under the provision above, asked to perform bilingual duties, will not be reprimanded for refusing work they are not trained or qualified to perform.

11.13.2 Licensed Vocational Nurse (LVN) Stipend

A stipend in the amount of \$3,025 (6.32%) will be paid to LVNs. The percentage shall be applied to Step 1 of Range 55 on the Salary Schedule.

11.13.3 Lead Stipends

If a classified employee is assigned "Lead" duties in their respective classification, on a temporary and as-needed basis, the employee shall be compensated an additional \$250 per month. This stipend will be subject to monthly eligibility review by the District. Examples of "Lead" duties include training other classified staff and substitutes, serving as a liaison between the classification group and District Administration, and providing general classification-specific support across the District.

No employee assigned "Lead" 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 "Lead" duties.

11.14 Limited Term or Provisional Employees

Upon notification of absence of a regular employee in any classified position, the District shall make every attempt to provide a qualified employee as soon as possible.

11.14.1 Limited Term or Provisional employees will not be temporarily employed in a classified position unless such employee is qualified and eligible pursuant to personnel commission rules and Education Code Section 45272.

11.15 Classification Study

The District and CSEA agree to conduct classification studies for all classified positions in the bargaining unit. Each year the classification study shall be conducted on a family of classifications from a grouping that would ensure that all classifications are studied within a five year continuous cycle.

The groups are as follows:

Group 1:

Accounting Technician
ASB Account Technician
Benefits Specialist
Benefits Technician
Business Technician
Buyer
Food Service Accounting Specialist
Payroll Technician
Procurement Contract Specialist
Senior Accounting Technician
Senior Budget Technician
Senior Payroll Technician

Group 2:

Art Designer
Athletic Trainer
Credentials Technician
Facilities Planning Assistant
Food Service Technician
Human Resources Technician
Instructional Materials Specialist
Public Information Assistant
Risk Management Technician
Senior Administrative Assistant-Program Support
Senior Administrative Assistant-Program Support (Bilingual)
Senior Administrative Assistant-School Support
Senior Administrative Assistant-School Support (Bilingual)
Senior Administrative Procurement Assistant
Senior Credentials Technician

Group 3:

Administrative Assistant
Administrative Assistant (Bilingual)
District Receptionist
Legal Administrative Assistant
Office Assistant
Office Assistant (Bilingual)
Secretary-Attendance
Secretary-Attendance (Bilingual)
Secretary-Program Support
Secretary-Program Support (Bilingual)
Secretary-Registrar/Records
Secretary-Registrar/Records (Bilingual)
Secretary-School Support
Secretary-School Support (Bilingual)

Group 4:

Information Systems Specialist I
Information Systems Analyst
Information Systems Technician
Network Analyst
Network Technician
Programmer Analyst
Publication Technician
Systems Administrator
Web Master

Group 5:

Campus Safety Aide
Health Services Technician
Licensed Vocational Nurse
School Community Liaison
School Library/Media Technician
Sign Language Interpreter
Speech-Language Pathology Assistant
Workability Placement Assistant

Group 6:

Assessment & Evaluation Technician
Braille Transcriber
College & Career Readiness Specialist
Child Welfare and Attendance Liaison
Family and Community Engagement Specialist
Instructional Assistant-Bilingual (Arabic)
Instructional Assistant-Bilingual (Korean)
Instructional Assistant-Bilingual (Spanish)
Instructional Assistant-Bilingual (Vietnamese)
Job Developer/Job Coach
Language Program Technician
Language Testing Assistant
Parent Involvement Specialist
Translator

Group 7:

Behavior Intervention Specialist
Instructional Assistant
Instructional Assistant-Adult Transition
Instructional Assistant-Behavioral Support
Instructional Assistant-Mathematics
Instructional Assistant-Medically Fragile/Orthopedically Disabled
Instructional Assistant-Special Abilities
Instructional Assistant-Specialized (Deaf/Hard of Hearing)
Instructional Assistant-Specialized Academic Instruction
Instructional Assistant-Specialized Academic Instruction (Bilingual)
Instructional Asst.-Student/Parent Liaison-Bilingual (Spanish)
Instructional Assistant-Visually Impaired

The study shall begin July 1 each year and be concluded by June 30 each year for the appropriate grouping.

11.16 Professional Growth Program

- 11.16.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employees providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.16.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office - Classified. Unit members shall complete and submit their approval forms prior to beginning their course of study.

11.16.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance and educational/technical assistance in their areas of expertise.

11.16.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Completion of a total of 15 units Required Course Work as described in 11.16.6, which may include 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2, 3, & 4: Completion of additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor's Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Completion of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.16.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

- 11.16.5.1 District New Employee Orientation (if offered) 3.0 units
- 11.16.5.2 District provided Health & Safety Training (if offered) 3.0 units
- 11.16.5.3 First Aid/Adult CPR (if offered) 3.0 units
- 11.16.5.4 Two Courses from one or both of the following groups: 6.0 units
 - 1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
 - 2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.16.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval of Coursework - Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.16.7 Additional Education Incentive Increments

After the Required Course Work described in 11.16.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be training; and/or (3) be applicable to the requirements of one or more of the following:

- 1. Associate of Arts (AA) Degree in a declared major/field of study;

2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.16.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.16.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

2023-24 School Year Exception: Pending the Professional Growth Committee's upcoming review of the Professional Growth Program (ref. MOU), for the 2023-2024 school year only, units in progress or completed during the current school year at 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.

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of a unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.16.10 Criteria for Evaluation

The Division of Human Resource shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements. The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to the employee's

current job classification or enhances job opportunities within the District.

11.16.11 Credit Calculation

- 11.16.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).
- 11.16.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.
- 11.16.11.3 All college credits or degrees shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle States Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)
3. Higher Learning Commission (HLC) (formerly the North Central Association of Colleges and Schools (NCA))
4. Northwest Accreditation Commission (NAC)
5. Southern Association of Colleges and Schools (SACS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:
 - Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)
 - Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a "C" or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

11.16.12 The Professional Growth Committee

- 11.16.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, one (1) certificated member, and the Human Resource Classified Director, or designee. CSEA Chapter #74 shall appoint the classified members of the committee.
- 11.16.12.2 Duties of the Committee
 - a. Establish and maintain a list of prospective volunteer mentors (see 11.16.3).
 - b. Recommend additional or revised policy as necessary to the Superintendent and CSEA Chapter 74.

- c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.
- d. Suggest topics of interest for District-wide in-service for unit members.

11.16.12.3 The District shall grant the committee members necessary release time from their regularly scheduled workdays to participate in committee activities.

11.16.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, of the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.16.13 Personnel Files

Official transcripts or an instructor's signature covering work offered to fulfill requirements for the professional growth steps must be completed and on file by January 31 or June 30 in the Human Resource Office.

Such employee files are necessary for the efficient management of the District shall be kept by the Human Resource Office. An employee may review his/her personnel file and may respond to the documents on file. All employee records are confidential.

11.16.14 Professional Growth Education Incentives for Bargaining Unit Employees

11.16.14.1 Upon satisfactory completion of Step 1, the unit member shall receive a one-time educational incentive of \$500.

11.16.14.2 Upon satisfactory completion of Step 2, the unit member shall receive a one-time educational incentive of \$750.

11.16.14.3 Upon satisfactory completion of Step 3, the unit member shall receive a one-time educational incentive of \$850.

11.16.14.4 Upon satisfactory completion of Step 4, the unit member shall receive a one-time educational incentive of \$900.

11.16.14.5 Upon satisfactory completion of Step 5, the unit member shall receive a one-time educational incentive of \$1,000.

11.16.14.6 Upon satisfactory completion of Step 6, the unit member shall receive a one-time educational incentive of \$2,000.

11.17 **Employee Development**

Upon District approval, each employee shall have the opportunity to attend and be compensated for district and non-district sponsored employee development activities beyond the work year, work week, or work day, at the current step of their salary range. Corresponding "Employee Development" form(s)/application(s) will be mutually agreed upon no later than May 23, 2024.

11.18 **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:

- 11.18.1 prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee
- 11.18.2 vehicles
- 11.18.3 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:

- 11.18.4 Vehicle collision (including hit and run incident(s)).
- 11.18.5 Personal electronic devices belonging to the employee, unless approved by the District in item 11.18.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.
- 11.18.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).
- 11.18.7 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.

11.19 **Procedure Regarding Layoff (Ref: Education code 45308, 45297, 45117)**

11.19.1 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.

11.19.2 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.

11.19.2.1 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.

11.19.2.2 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.

11.19.3 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.

11.19.4 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.

11.19.5 Retirement in Lieu of Layoff

- 11.19.5.1 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.
- 11.19.5.2 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.
- 11.19.5.3 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.
- 11.19.5.4 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.
- 11.19.5.5 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.

11.19.6 Reemployment

- 11.19.6.1 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.
- 11.19.6.2 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.
- 11.19.6.3 An employee who receives such notice of reemployment, the employee shall report to work within ten (10) working days following notification of reemployment.
- 11.19.6.4 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.

11.19.6.5 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.

11.19.7 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.

11.19.8 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 be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

12.1.1 Reproductive Loss

The District agrees to grant a request by an employee to take up to five (5) paid days of reproductive loss leave following a reproductive loss event. "Reproductive loss event" means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction as defined in Government Code section 12945.6. Reproductive loss leave may be nonconsecutive and, except as limited by law, shall be completed within three (3) months after the reproductive loss event. If an employee experiences more than one reproductive loss event within a twelve-month (12-month) period, the amount of reproductive loss leave time shall be limited to no more than twenty (20) days within that twelve-month (12 month) period. 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, provided that information related to leave for a reproductive loss event shall be maintained as confidential. The District may require satisfactory proof of the nature, extent, and duration of the leave if it believes an employee is abusing the use of reproductive loss 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.

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 be 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 2 nd year
2 additional days at the start of the 4 th year
3 additional days at the start of the 5 th year
4 additional days at the start of the 6 th year
4 additional days at the start of the 7 th year
5 additional days at the start of the 8 th year
6 additional days at the start of the 9 th year
6 additional days at the start of the 10 th year
7 additional days at the start of the 11 th 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. Vacation days can be used for family leave or personal emergencies when sick leave has been exhausted.

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 shall submit a vacation schedule for that school/fiscal year. All vacation requests shall be given a response in writing by the requesting employee's supervisor within 5 working days. In the event a vacation request is denied, upon request by the employee, the supervisor will provide the employee with the reason for the denial in writing. The employee may request a conference with the supervisor to review the reason for denial. If unsatisfied, the employee should attempt to resolve the matter through the appropriate chain of command. However, the employee may also request a conference with the Director of Human Resources or Human Resources designee to further review the reason for the denial. Changes to the vacation calendar may be amended throughout the year utilizing the same approval process. 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 jurisdiction pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 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, 2023 and remain in full force and effect up to and including June 30, 2026 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 2024-25 and 2025-26 contract years, 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 2023-2024, 2024-2025, and 2025-2026 notwithstanding the results of the limited re-opener of negotiations as outlined above.

This Agreement is dated: March 12, 2024

ANAHEIM UNION HIGH SCHOOL DISTRICT

CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION, CHAPTER 74

By: _____
Brad Jackson
Assistant Superintendent,
Human Resources

By: _____
Heather Huttner
CSEA President
Chapter 74

By: _____
Karli Nevarez
CSEA
Labor Relations Representative

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2023/2024 SALARY SCHEDULE**
Effective 7/1/23 - BOT Approved 4/18/24

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41		3398.00 19.29	3535.00 20.06	3683.00 20.93	3825.00 21.72	3975.00 22.59	4139.00 23.52	4218.00 23.98	4304.00 24.44	4391.00 24.93	4477.00 25.42	Monthly Hourly
43	CAMPUS SAFETY AIDE INSTR ASSISTANT INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	3567.00 20.27	3715.00 21.12	3869.00 21.98	4019.00 22.82	4179.00 23.74	4353.00 24.72	4435.00 25.22	4519.00 25.68	4612.00 26.21	4704.00 26.71	Monthly Hourly
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 INSTRUCT/BILINGUAL INSTR ASST - STUDENT/PARENT LIAISON/BILINGUAL OFFICE ASSISTANT/BILINGUAL SCHOOL COMMUNITY LIAISON	3932.00 22.32	4093.00 23.26	4250.00 24.13	4432.00 25.16	4603.00 26.16	4787.00 27.24	4883.00 27.74	4980.00 28.28	5084.00 28.89	5177.00 29.45	Monthly Hourly
49	LEAD CAMPUS SAFETY AIDE	4136.00 23.50	4303.00 24.44	4464.00 25.36	4650.00 26.41	4839.00 27.48	5034.00 28.62	5127.00 29.12	5236.00 29.76	5336.00 30.33	5437.00 30.92	Monthly Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON COLLEGE & CAREER READINESS SPECIALIST DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MEDICALLY FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - DEAF/HARD OF HEARING INSTR ASST - VISUALLY IMPAIRED INSTRUCTIONAL MATERIALS TECHNICIAN LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	4341.00 24.66	4510.00 25.65	4699.00 26.69	4881.00 27.73	5080.00 28.88	5279.00 30.01	5380.00 30.59	5500.00 31.22	5600.00 31.83	5722.00 32.50	Monthly Hourly
53	SECRETARY-BILINGUAL/ATTENDANCE SECRETARY-BILINGUAL/PROGRAM SUPPORT SECRETARY-BILINGUAL/REGISTRAR-RECORDS SECRETARY-BILINGUAL/SCHOOL SUPPORT TRANSLATOR	4562.00 25.93	4737.00 26.92	4926.00 28.00	5124.00 29.11	5334.00 30.32	5548.00 31.51	5652.00 32.13	5769.00 32.79	5879.00 33.41	6000.00 34.11	Monthly Hourly
BOT 70												

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2023/2024 SALARY SCHEDULE**
Effective 7/1/23 - BOT Approved 4/18/24

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		4687.00 26.65	4883.00 27.74	5080.00 28.88	5292.00 30.05	5502.00 31.24	5727.00 32.51	5837.00 33.19	5963.00 33.88	6079.00 34.56	6210.00 35.29	Monthly Hourly
55	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN LICENSED VOCATIONAL NURSE	4786.00 27.23	4975.00 28.27	5174.00 29.40	5380.00 30.59	5598.00 31.83	5822.00 33.07	5934.00 33.72	6055.00 34.40	6175.00 35.08	6302.00 35.81	Monthly Hourly
56		4910.00	5099.00	5304.00	5516.00	5738.00	5966.00	6084.00	6209.00	6333.00	6462.00	Monthly
57	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT BENEFITS TECHNICIAN BUSINESS TECHNICIAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	5033.00 28.60	5222.00 29.66	5434.00 30.91	5649.00 32.12	5875.00 33.38	6108.00 34.70	6237.00 35.43	6363.00 36.17	6488.00 36.87	6617.00 37.61	Monthly Hourly
58		5154.00 29.30	5356.00 30.43	5570.00 31.66	5792.00 32.92	6023.00 34.23	6264.00 35.59	6392.00 36.31	6521.00 37.07	6649.00 37.80	6781.00 38.53	Monthly
59	ADMINISTRATIVE ASSISTANT BILINGUAL FAMILY & COMMUNITY ENGAGEMENT SPECIALIST INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN WORKABILITY PLACEMENT SPECIALIST	5276.00 29.99	5488.00 31.19	5704.00 32.42	5931.00 33.71	6171.00 35.07	6417.00 36.46	6546.00 37.20	6679.00 37.95	6811.00 38.72	6944.00 39.46	Monthly Hourly
60	SIGN LANGUAGE INTERPRETER	5406.00 30.72	5624.00 31.97	5845.00 33.23	6081.00 34.56	6329.00 35.96	6575.00 37.37	6709.00 38.11	6844.00 38.91	6980.00 39.68	7120.00 40.45	Monthly
61	FOOD SERVICE TECHNICIAN SR ADMIN ASST SCHOOL SUPPORT/BILINGUAL SR ADMIN ASST PROGRAM SUPPORT/BILINGUAL	5536.00 31.45	5760.00 32.73	5987.00 34.03	6231.00 35.39	6485.00 36.85	6734.00 38.27	6871.00 39.03	7009.00 39.84	7148.00 40.64	7294.00 41.44	Monthly Hourly
62 BOT 71	ASSESSMENT/EVALUATION TECHNICIAN ATHLETIC TRAINER BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST	5769.00 32.79	6007.00 34.12	6246.00 35.47	6496.00 36.92	6752.00 38.37	7027.00 39.93	7173.00 40.76	7317.00 41.57	7471.00 42.46	7615.00 43.28	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2023/2024 SALARY SCHEDULE**
Effective 7/1/23 - BOT Approved 4/18/24

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
63	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST MEDI-CAL BILLING SPECIALIST	5818.00	6044.00	6287.00	6545.00	6805.00	7072.00	7217.00	7360.00	7508.00	7661.00	Monthly
		33.58	34.86	36.27	37.77	39.26	40.80	41.64	42.47	43.32	44.18	Hourly
64	WEBMASTER	5965.00	6201.00	6449.00	6711.00	6975.00	7253.00	7401.00	7547.00	7700.00	7855.00	Monthly
		34.14	35.46	36.90	38.40	39.95	41.50	42.35	43.19	44.06	44.96	Hourly
65	ART DESIGNER	6111.00	6357.00	6612.00	6875.00	7148.00	7437.00	7585.00	7736.00	7891.00	8050.00	Monthly
		34.70	36.06	37.51	39.05	40.63	42.20	43.06	43.91	44.80	45.72	Hourly
66	PROCUREMENT CONTRACT SPECIALIST SENIOR BUYER	6279.00	6530.00	6794.00	7064.00	7346.00	7640.00	7796.00	7950.00	8107.00	8268.00	Monthly
68	INFORMATION SYSTEMS ANALYST	6615.00	6878.00	7155.00	7442.00	7740.00	8050.00	8211.00	8375.00	8541.00	8710.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	7792.00	8098.00	8430.00	8765.00	9117.00	9480.00	9665.00	9857.00	10059.00	10259.00	Monthly
		44.29	46.01	47.87	49.82	51.80	53.86	54.88	56.00	57.17	58.31	Hourly
76	SYSTEMS ADMINISTRATOR	8188.00	8508.00	8847.00	9201.00	9566.00	9955.00	10148.00	10356.00	10569.00	10777.00	Monthly
		46.52	48.36	50.27	52.28	54.34	56.54	57.67	58.82	60.05	61.22	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 \$646 after ten (10) years of service with AUHSD
- 4% plus \$1,922 additional after fifteen (15) years of service with AUHSD
- 7% plus \$3,538 additional after twenty (20) years of service with AUHSD
- 10% plus \$4,615 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$4,615 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$168.00

Lead Stipend

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

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Signature of Brad Jackson, Assistant Superintendent, Human Resources Anaheim Union High School District

Signature of Sharon Yager, President, Anaheim High Chapter No. 74 California School Employees Association

Date 4/24/19

Date 4/24/19

Signature of Jason Geanakopoulos, Labor Relations Representative California School Employees Association
Date 4/24/19

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

Bilingual & Biliterate Status
March 12, 2024

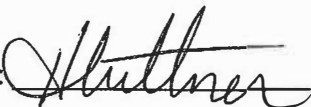
The California School Employees Association and its Anaheim High Chapter 74 ("CSEA") and the Anaheim Union High School District ("District") enter into this Memorandum of Understanding ("MOU") to form a joint work group to review and recommend changes to the current process of determining bilingual and biliterate status, including specific guidelines, job duties, and compensation.

The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the employee's hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than 30 days after the parties reach a final settlement for the 2023-2024 bargaining process. The product of this group shall be shared with the parties' respective negotiation teams no later than September 30, 2024, and will be the starting point for negotiations for the 2024-25 school year on this topic. These dates may be altered by mutual agreement.

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

DATED: 3/12/24

DATED: 3-12-24

BY: 

BY: 

Heather Huttner
President, Anaheim High Chapter 74

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT

Professional Growth Program
March 12, 2024

The California School Employees Association and its Anaheim High Chapter 74 ("CSEA") and the Anaheim Union High School District ("District") enter into this Memorandum of Understanding ("MOU") to form a joint work group to review and recommend changes to the Professional Growth Program to: (a) make the program more accessible to employees and (b) streamline the administration process for the district.

The Assistant Superintendent of Human Resources and the Association President shall meet to determine the size and composition of the workgroup to which the parties shall appoint their respective representatives. Release time or the employee's hourly rate of pay shall be provided to Association representatives in recognition of service provided on work group meeting days. This work group shall be formed no later than 30 days after the parties reach a final settlement for the 2023-2024 bargaining process. The product of this group shall be shared with the parties' respective negotiation teams no later than September 30, 2024, and will be the starting point for negotiations for the 2024-25 school year on this topic. These dates may be altered by mutual agreement.

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

DATED: 3/12/24

DATED: 3-12-24

BY: 

BY: 

Heather Huttner
President, Anaheim High Chapter 74

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ANAHEIM HIGH CHAPTER 74 (CSEA)
AND
THE ANAHEIM UNION HIGH SCHOOL DISTRICT**

**BUS MONITOR ASSIGNMENTS
March 12, 2024**

The California School Employees Association and its Anaheim High Chapter 74 (“CSEA”) and the Anaheim Union High School District (“District”) enter into this Memorandum of Understanding (“MOU”) regarding Instructional Assistants (with the exception of the classification of Instructional Assistant - Specialized Academic Instruction) performing Bus Monitor assignments. Resulting from the 2023–24 joint work group, this MOU relates to the understandings and agreements reached by the District and the Association regarding this work:

A. Bus Monitor Assignment Process –

1. **Comprehensive school sites** will use this process to assign Instructional Assistants (IAs) to a Bus Monitor assignment:
 - a. **General Bus Monitor Assignments:** Bus routes requiring a Bus Monitor are offered in order of district seniority, by site, regardless of the program.
 - b. **1:1 Bus Monitor:**
 - i. Bus routes requiring a Bus Monitor that transport students with an assigned 1:1 IA are first offered to that IA.
 - ii. If the assigned 1:1 IA is either not interested, or is a substitute, the route is then offered by District seniority within the student’s program.
 - iii. If no IAs within the program accept the route, it is then offered by District seniority to other IAs within the appropriate classification, based on the specific need of the particular student, at that site.
 - iv. If no IAs within the appropriate classification accept the route, it can then be offered to the student’s substitute 1:1 IA, and then to other substitutes within the same program.
 - c. Each site must maintain a list of all IAs that are willing to cover in the case of a Bus Monitor absence.

2. **Hope School** will use this process to assign Instructional Assistants (IAs) to a Bus Monitor assignment:
 - a. IAs are provided a list of all available bus routes.
 - i. Route information includes the assigned students and pick-up time/location.
 - ii. Routes are listed in descending order, based on the approximate duration of time required to complete the route.
 - iii. Routes will be designated based on the type of assignment, as either “Medically Fragile” or “Behavior Support”.
 - b. IAs interested in a Bus Monitor assignment will use a Ranking Sheet to list, in order of preference, the routes they are eligible for based on their classification.
 - c. IAs must complete, sign, and return the Ranking Sheet by the established deadline.
 - d. Routes will be assigned by indicated preference, in accordance with District seniority. After all routes have been assigned, IAs will be notified of their assignment.
 - e. The site must maintain a list of all IAs that are willing to cover in the case of a Bus Monitor absence.

B. Bus Monitor Responsibilities –

1. IAs will be given Bus Monitor contracts for the period of one academic year; however, assignments may end sooner if the assigned route no longer requires a Bus Monitor (e.g. student transfers, moves out of district, graduates, etc.). The contracts (attached) include the following expectations:
 - a. Bus monitors must review and sign the Bus Monitor Procedures and Expectations Document, along with the Bus Monitor Contract, as acknowledgment of what is expected of the IA while supervising their student(s) on the bus.
 - b. Bus Monitors who accompany students requiring supervision will receive specific instructions (including copies of care plans, behavior intervention plans, or any other relevant information and/or training regarding individual student needs and care) as well as procedures that may need to be followed from the appropriate staff prior to the start of the bus monitor’s assignment.
 - c. Bus Monitors may trade bus routes, only if they have completed proper training, with approval from administration.
 - d. Bus Monitors are expected to report and be ready at the designated pick-up time and location.
 - e. Bus Monitors must sign in for their assignment using the designated system.

- f. Bus Monitors are responsible for completing any student equipment checklists prior to bus departure.
- g. Bus Monitors must provide consistent supervision of students while on the bus. Personal cellular phone use should be limited and used only in emergent circumstances while supervising students.
- h. Bus Monitors must not have any work restrictions which would limit their abilities to meet the needs of students on the bus.
- i. Bus Monitors must report absences in a timely manner, and in accordance with the procedures outlined in section C - Bus Monitor Absences below.
- j. Bus Monitors must maintain consistent attendance - *frequent* absences could result in removal from assignment.

C. Bus Monitor Absences –


1. A designated IA will receive an “extra hour” assignment in order to arrange coverage when a Bus Monitor is absent.
 - a. The designated IA will work from 5:00AM to 6:30AM, under the supervision of Hope Administration.
 - i. Hope Administration will interview and select a candidate to fulfill this duty in conjunction with the bus assignment process.
 - b. A District cellular phone will be provided to the designated IA to utilize for the purpose of arranging Bus Monitor coverage.
2. If a Bus Monitor knows in advance that they will be unable to work their Bus Monitor assignment, they will be responsible for arranging their own coverage.
3. If a Bus Monitor has an unexpected absence, they will provide notice of absence from their Bus Monitor assignment (via Google Form) no later than 5:30AM on the day of their absence.
4. The designated IA responsible for arranging bus coverage will use the list of backup Bus Monitors, as provided by each school site, to arrange coverage. This IA will also provide the covering Bus Monitor all necessary information, including bus number, pick-up time, location, Bus Driver’s name, and any other special instructions.
5. If the IA is unable to find a backup Bus Monitor, they will notify Transportation as soon as possible.
6. The above outlined procedure for the coverage of Bus Monitor assignment absences will be initially implemented on a trial basis, effective beginning the 2024 Extended School Year (ESY). During 2024 ESY and the 2024-25 school

year, the parties may meet and agree to any revisions of this section as needed.

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

DATED: 3/12/24

DATED: 3-12-24

BY: 

BY: 

Heather Huttner
President, Anaheim High Chapter 74

Brad Jackson
Assistant Superintendent, HR

DATED: 03/12/24

BY: 

Karli Nevarez
CSEA Labor Relations Representative

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
California School Employees Association (CSEA)

Health and Welfare Program Change Effective January 1, 2024

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2024:

Vision

EPO

- Beginning January 1, 2024, the standard frame allowance is increasing from \$115 to \$175 every 24 months, the Walmart/Sam's Club frame allowance is increasing from \$70 to \$175 every 24 months, and the Costco frame allowance is increasing from \$70 to \$95 every 24 months.

PPO

- Beginning January 1, 2024, the standard frame allowance is increasing from \$115 to \$175 every 24 months, the Walmart/Sam's Club frame allowance is increasing from \$70 to \$175 every 24 months, and the Costco frame allowance is increasing from \$70 to \$95 every 24 months.

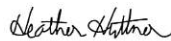
The current maximum District contribution to the blended super composite rate is \$17,022. For calendar year 2024, the maximum District contribution to the blended super composite rate will be \$18,022.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: 10/30/23


Brad Jackson (Nov 9, 2023 08:39 PST)

Brad Jackson
Assistant Superintendent
Human Resources



Heather Huttner
President
CSEA



Karli Nevarez
Labor Relations Representative
CSEA, Chapter 74

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND THE
ANAHEIM UNION HIGH SCHOOL DISTRICT**

MEMORANDUM OF UNDERSTANDING

School Secretary Assignments

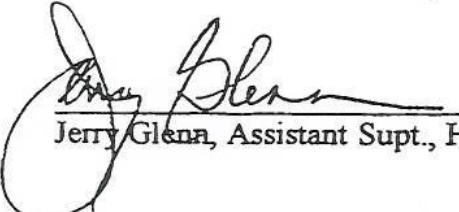
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree to combine the Secretary Clerk and Attendance Clerk classifications. In response to concerns raised by the incumbents this agreement is to clarify how "In-Service Status and Transactions" (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

For the Association


Jerry Glenn, Assistant Supt., Human Resources


Lisette Gomez, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association

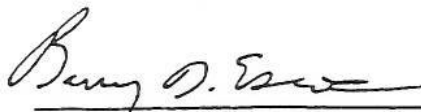
This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) to explore development of a career ladder program for paraeducators.

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:

For CSEA:



Barry D. Escoe, Ph.D.
Assistant Superintendent, Human Resources



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

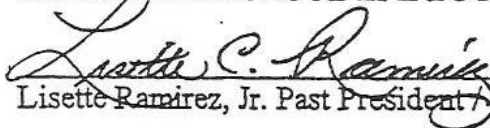


Julie Mitchell, Assistant Superintendent

10/5/06

Date

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION



Lisette Ramirez, Jr. Past President / Acting President

10/5/06

Date

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

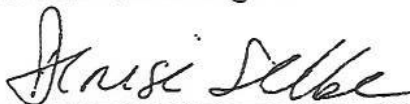
California School Employees Association

This Memorandum of Understanding Stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA). The District and CSEA Agree to the following items related to the 2007-2008 Reduction in Force/Layoffs for the following school year 2008-2009.

- 1. It is not the intention of the District to assign work performed by unit members laid off to other job classifications not subject to lay off, or to District volunteers. The District may need to re-distribute work in given job classifications and job descriptions.**
- 2. Those employees laid off have first opportunity to fill provisional positions and limited term positions in any classification, as long as the laid off employee can perform the basic functions of the position opening.**
- 3. Pursuant to the express provisions of the California Education Code Section 45103.1, the District shall not subcontract the work of unit members displaced by the district.**

For:

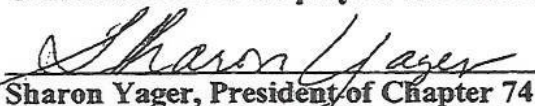
Anaheim Union High School District



**Denise Selbe, Assistant Superintendent,
Human Resources**

8/20/08
Date

California School Employees Association (CSEA)


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.

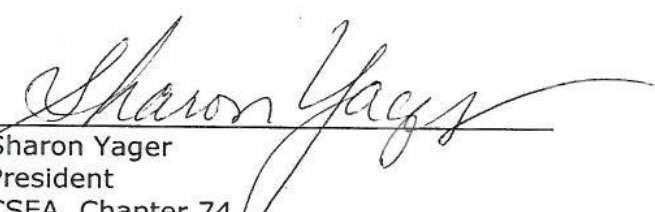
AUHSD and CSEA further agree that this trial will end on December 31, 2010, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2010, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan 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



TENTATIVE 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.

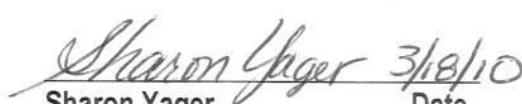
CSEA may reopen negotiations for 2010-2011 to reduce the furlough days, if any changes which positively impact the District's federal and/or state revenue funding levels, including but not limited to the District's base revenue limit, categorical funding and applicable categorical flexibility provisions 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.

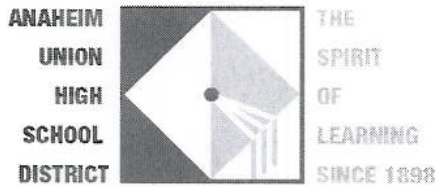
This agreement will sunset on June 30, 2011.



Russell Lee-Sung Date
AUHSD Asst. Superintendent H.R.



Sharon Yager Date
CSEA President, Chapter 74



MEMORANDUM OF UNDERSTANDING
BETWEEN
ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

FURLOUGH DAYS ADJUSTMENT FOR 2010-11

CSEA and the District agree to the discontinuance of two (2) furlough days for the 2010-2011 school year. The days scheduled to be reinstated shall be March 14, 2011 and April 22, 2011, effective upon ratification of the parties.

As previously agreed to, the District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit from the period of ratification up to and including June 30, 2011 and only for the 2010-11 school year.

This agreement is dated: January 20, 2011

This agreement shall sunset on June 30, 2011

Russell Lee-Sung
Assistant Superintendent
Human Resources

Sharon Yager
President
CSEA

MEMORANDUM OF UNDERSTANDING

between the

Anaheim Union High School District

and the

California School Employees Association

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant – Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be “blue sheeted” to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment, or routing fluctuations, additional slots are necessary to cover bus supervision, the supervisor principal will select employees to cover the additional assignments by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the “Bus Aide” Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made IN ACCORDANCE TO MERIT RULES.

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the busses each day.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant – Severely Handicapped positions at Hope School to ten months and two days (10.10) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of “Extended Year” programs at Hope School. Non-Student days (during “Extended Year”) will be non-work days for employees, but employees will be paid for the July 4 holiday each year.

This agreement is dated: 1/28/04

Barry D. Escoe 1/28/04
Barry D. Escoe, EdD.
Assistant Superintendent, Human Resources

Jackie Brock
Jackie Brock, CSEA President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)


Personal Necessity Leaves of Absences

Due to the current fiscal financial crisis, the California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) agree that the two (2) personal necessity days that do not come off sick leave, as stated in Article 12.7.5, will be suspended for the period of two (2) school years (2010-2011 and 2011-2012).

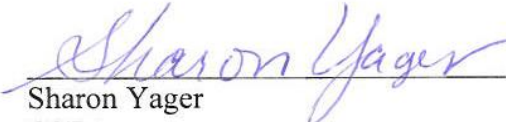
This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations. Starting with the 2012-2013 school year, the two personal necessity days will be reinstated.

This agreement will sunset on June 30, 2012.

This agreement is dated: 12/11/09



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

WAGES AND ITEMS RELATED TO WAGES

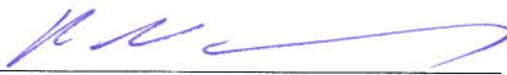
Effective July 1, 2009, the 2009-10 classified (CSEA Bargaining Unit) Salary Schedule, shall remain the same as the 2008-2009 Salary Schedule, and is hereby incorporated into this Agreement as Appendix A.

If the District determines that between March 1, 2010 and March 15, 2010, that it will file a 2nd Interim Report with a “qualified certification”, the District may request and CSEA will agree to re-open negotiations for salary for the 2009-2010 school year.

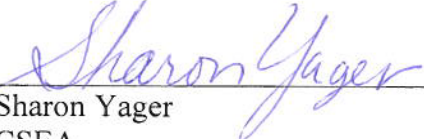
This is a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement will sunset on June 30, 2010.

This agreement is dated: 12/11/09



Russell Lee-Sung
AUHSD
Assistant Superintendent, Human Resources



Sharon Yager
CSEA
President, Chapter 74



MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

SALARY SCHEDULE

The salary schedule for the 2011-12 fiscal year shall be the schedule in effect in 2009-10 and incorporated into CSEA Appendix A-1.

The District and CSEA agree there will be no furlough days for fiscal year 2011-12 if the 2011-12 Base Revenue Limit remains at \$5988 which is the current BRL/ADA for 2010-11.

If the 2011-12 BRL/ADA falls below \$5939, furlough days will be imposed as follows:

BRL/ADA between \$5988 and \$5939	no furlough days
BRL/ADA between \$5938 and \$5907	one (1) furlough day
BRL/ADA between \$5906 and \$5875	two (2) furlough days
BRL/ADA between \$5874 and \$5843	three (3) furlough days
BRL/ADA between \$5842 and \$5811	four (4) furlough days
BRL/ADA less than \$5810 and \$5779	five (5) furlough days
BRL/ADA lower than \$5779	six (6) furlough days

Any furlough days imposed would be mutually agreed between the parties.

In the event the BRL/ADA increases above \$5988 due to increases in state or federal funding, the District agrees to re-open negotiations for the 2011-12 fiscal year.

The District shall not initiate any layoff action or reduction in assignment action impacting members of the classified bargaining unit for the period July 1, 2011 through June 30, 2012. The only exception would be based upon site closure, program eliminations or reduction, categorical funded positions and the positions the Board imposed as follows:

- Health Technician II – Hope
- Secretary Records/Registrar – Hope
- Senior Administrative Assistant – Ed. Division
- Campus Safety Aide – Adult
- Computer Lab Assistant – Gilbert
- Instructional Assistant Math – Brookhurst



- Instructional Assistant Math – Dale
- Office Assistant – Bilingual – Adult
- Office Assistant – Bilingual – PMP
- School Community Liaison Bilingual – MV (10-month position)
- School Community Liaison Bilingual – MV (9-month position)
- Secretary Attendance – Bilingual – Adult
- Secretary – Records/Registrar – Adult
- Senior Administrative Assistant – Adult
- Secretary – Records/Registrar (position reduced from 11.5m to 11m)
- Secretary – Records/Registrar Bilingual (position reduced from 11.5m to 11m)

There shall be no reduction in sick leave, vacation leave or holidays currently provided to unit members during the fiscal year 2011-12 as a result of any furlough days imposed as the aforementioned schedule would dictate.

In addition, the District and CSEA agree to reopen negotiations in the event the 2011-12 state budget has not passed by October 15, 2011 or the 2011-12 state budget has passed with mid-year cuts.

This shall be a one-year agreement that does not modify any other article in the existing contract and does not set precedent for any future negotiations.

This agreement sunsets June 30, 2012.

This agreement is dated: June 13, 2011

For the District:

For California School Employees Association
(CSEA):

Russell Lee-Sung
Assistant Superintendent
Human Resources

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)

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.

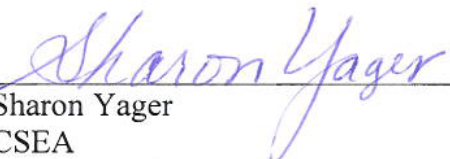
This is a two-year agreement that does not modify any other article in the existing contract, and it does not set precedent for any future negotiations.

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.

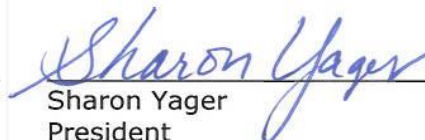
AUHSD and CSEA further agree that this trial will end on December 31, 2011, if CSEA notifies the AUHSD superintendent or assistant superintendent, human resources by 5:00 p.m. on November 15, 2011, that it wishes this trial formulary plan to end. If CSEA so notifies the district, this formulary plan 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.

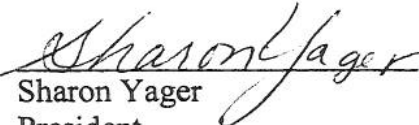
This agreement has no effect on any other portion of the District's benefit plan.

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

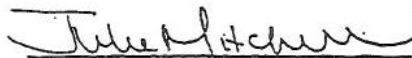
Bilingual Status

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.

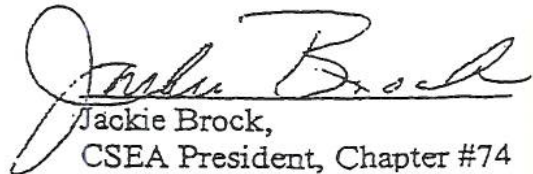
This agreement dated June 28, 2006

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 deficated BRL remains at \$5925 which is the BRL for 2011-12.

If the approved state budget is reduced below the current deficated 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.

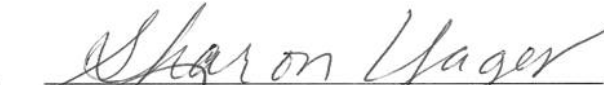
There shall be no reductions in sick leave, vacation leave or holidays for the 2012-2013 school year as a result of the furlough day schedule mentioned above.

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



Kent 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.

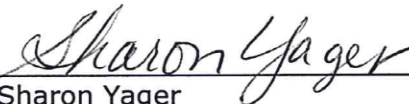
Bereavement Leave

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.

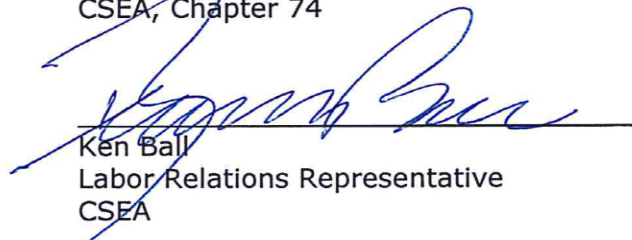
This agreement is dated: November 7, 2013



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

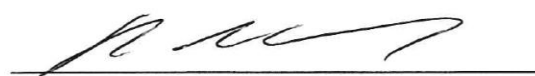
- ER Co-Pay: Add co-pay of \$100
- Out of Pocket Maximum: Increase the annual coinsurance maximum from \$10,000 to \$12,000
- Prescription Drug Plan: Change from two-tier to three-tier with \$5/\$15/\$40 co-pay

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:

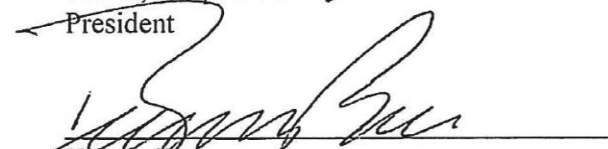


Russell Lee-Sung
Assistant Superintendent
Human Resources

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

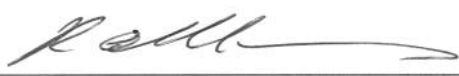
The Association may name two (2) regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit 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.

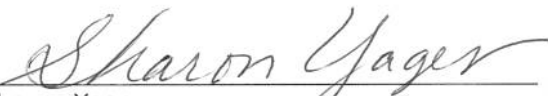
If such agreement is not reached prior to November 1 of each year, the current benefits plan will carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite 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.

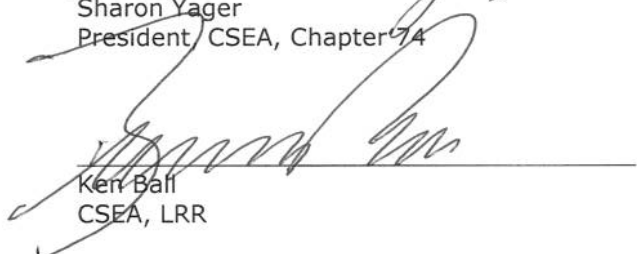
This agreement is dated: MAY 10, 2012



Russell Lee-Sung
Assistant Superintendent, HR



Sharon Yager
President CSEA, Chapter 74



Ken Ball
CSEA, LRR

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.

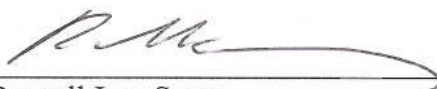
This agreement applies to employees who were affected by the layoffs for the 2009-10 school year.

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 Deficit 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.

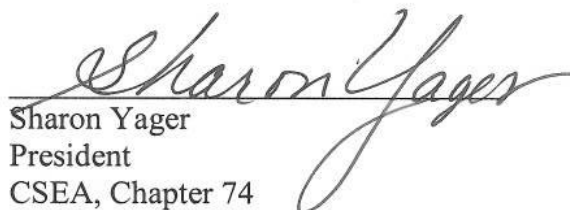
This agreement is dated: 8/20/09

For the District:

For the California School Employees
Association (CSEA):



Russell Lee-Sung
Assistant Superintendent
Human Resources



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 Deficit 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:

For California School Employees Association
(CSEA):



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)

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 Deficit 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, 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:

For California School Employees Association
(CSEA):

A handwritten signature in blue ink, appearing to read "Russell Lee-Sung", written over a horizontal line.

Russell Lee-Sung
Assistant Superintendent
Human Resources

A handwritten signature in blue ink, appearing to read "Sharon Yager", written over a horizontal line.

Sharon Yager
CSEA, Chapter 74
President

A handwritten signature in blue ink, appearing to read "Ken Ball", written over a horizontal line.

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 Deficit Base Revenue Limit (BRL) x Average Daily Attendance (ADA) (specifically, BRL multiplied by ADA) level of funding that the District received on the Second Interim Report in 2007-2008. Reinstatement shall be contingent on agreement by the parties through negotiations based on staffing needs.

Extended School Year (ESY)- Instructional Assistants who are needed for the ESY program during the month of July, 2012, will be assigned in the following manner:

- First, Special Education Instructional Assistant employees who are 1:1 with their student and that student is attending the ESY program shall be placed with their student.
- Second, Special Education Instructional Assistant employees who are trained in specific specialized behavioral programs shall be placed in those programs with their students before other Instructional Assistants.
- Third, Special Education Instructional Assistant employees who were reduced from 10.1 to 9 months at Hope and CDS shall be offered employment for ESY program in the month of July, 2012 at the Hope and Loara school site based on seniority.
- Fourth, any remaining ESY Special Education Instructional Assistant positions shall be offered to the other Special Education Instructional Assistant in the District by seniority.

This agreement is dated: June 28, 2012

For the District:

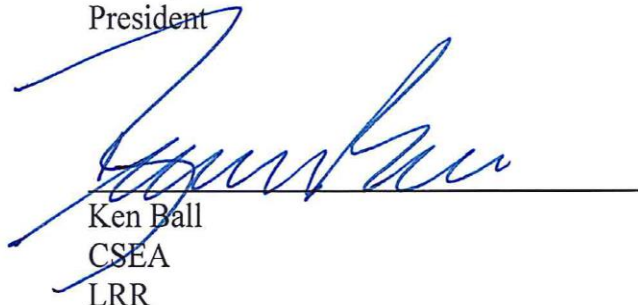


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association
(CSEA):



Sharon Yager
CSEA, Chapter 74
President



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING
Between the
Anaheim Union High School District
And the
California School Employees Association (CSEA)

This Memorandum of Understanding stipulates an agreement between Anaheim Union High School District (District) and the California School Employees Association (CSEA) related to Instructional Assistant Staffing to cover bus assignments and extended year instruction at Hope School.

Bus Supervision Assignment

The District agrees to increase the hours of the ten (10) most senior Instructional Assistant - Severely Handicapped personnel at Hope School to eight (8) hours per day, during the regular school year, beginning July 1, 2004. During extended year instruction beginning June 22, 2004, these employees will be "blue sheeted" to work one (1) hour before and one (1) hour after the school day. These employees will work in the classrooms and on the bus with students requiring additional assistance.

If due to enrollment or routing fluctuations, additional slots are necessary to cover bus supervision, the Principal will select employees to cover the additional assignment by seniority only as needed on a temporary (twenty one (21) days or less) basis only. Any assignment twenty two (22) days or more would be filled as a temporary position for the duration of the current school year.

This agreement will invalidate the "Bus Aide" Memorandum of Understanding dated May 6, 2002, providing a procedure of bidding for bus aide assignments, and make the additional hours permanent. Selection of employees to fill these assignments for initial placement will be by seniority. This is not intended to be precedent setting for any other selection processes in the future. Upon employee separation or transfer all other appointments will be made **IN ACCORDANCE TO MERIT RULES.**

All employees assigned to assist on the buses, and all eligible substitutes **MUST NOT HAVE RESTRICTED WORK DUTIES LIMITED THEIR ABILITIES TO ASSIST. ALL WILL BE** provided with training on care of the medically fragile by the School Nurse, with brush up training as needed. All employees assigned to assist on the buses, as well as all eligible substitutes will be provided with training by Transportation on the proper loading and unloading of students. These specially trained employees will share responsibility for loading the students on and assisting them off of the buses each day.

In the event the need for the number of bus routes mentioned above falls below the 10 most senior employees, CSEA and the District agree to meet and negotiate. CSEA, District, Employee and Supervisor will meet to discuss options.

Extended Year Assignment

The District agrees to increase the work year of all Instructional Assistant-Severely handicapped positions at Hope School to ten months and two days (10.1) beginning on June 22, 2004. These employees will work in their regular classrooms during extended year instruction. Hours will be dependent upon the program hours of "Extended Year" programs at Hope School. Non-Student days (during "Extended Year") will be non-work days for employees, but employees will be paid for the July 4th holiday each year.


This agreement is dated: June 13, 2011

For the District:

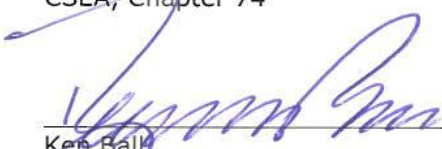


Russell Lee-Sung
Assistant Superintendent
Human Resources

For California School Employees Association (CSEA):



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
CSEA
LRR

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

And the

California School Employees Association (CSEA)

Special Education Instructional Assistants

The California School Employees Association (CSEA) and the Anaheim Union High School District (AUHSD) jointly agree to the following changes in the hours and selection of special education instructional assistants. These changes will be a phase-in process over a five-year period.

The intent of this memorandum of understanding is to re-structure the staffing for special education instructional assistants to better meet the needs of the students and instructional staff, and to maintain an experienced and stable team of qualified instructional assistants.

Special education instructional assistants fall into three (3) categories: Instructional Assistant, Special Education (SE), Instructional Assistant, Special Education, Bilingual (SE-BIL), Instructional Assistant, Special Education, Severely Handicapped (SH)

The following changes will conceivably occur within a five-year period and through attrition.

1. Work Hours

- 1.1 Instructional Assistant, Special Education (SE) and Instructional Assistant, Special Education/Bilingual (SE-BIL), will have 5.75 hours.
- 1.2 Instructional Assistant, Severely Handicapped (SH) will have six (6) or more hours.

2. Staffing Guidelines

- 2.1 One (1) 5.75 hour Instructional Assistant, Special Education (SE) or Special Education Bilingual (SE-BIL) per each full time teacher, teaching with a mild/moderate credential, working in a classroom setting with students.
- 2.2 One (1) six (6) or more hour Instructional Assistant, Severely Handicapped (SH) per each full time teacher, teaching with a moderate/severe credential working with severely handicapped or emotionally disturbed students in a classroom setting. Additional Instructional Assistant, Severely Handicapped (SH) positions will be added to address unique circumstances and instructional needs at individual school sites. The Director of Special Youth Services will determine, jointly with school staff and support staff, the need for additional instructional assistants.

- 2.3 One-on-one assistants can be either Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education, Bilingual (SE-BIL), or Instructional Assistant, Severely Handicapped (SH) depending on the unique circumstances and instructional needs of the student requiring support. The Director of Special Youth Services will determine, jointly with school staff and support staff, the classification needed for one-on-one assistants.
 - 2.4 Responsibilities requiring additional hours, such as bus assistants, will be assigned to Instructional Assistant, Severely Handicapped (SH) employees.
 - 2.5 When determining which classification of instructional assistant is required for an assignment, it is understood that the appropriate classification is determined according to the duties that will be performed by that employee, and the alignment of said duties to the appropriate classification.
3. Vacancies
- 3.1 Instructional Assistant, Severely Handicapped (SH) & Instructional Assistant, Severely Handicapped, Bilingual (SH) positions will be posted and filled as a transfer and promotional opening. This allows interested Instructional Assistants (SE) to apply, test, and interview for the six (6) hour or higher positions with benefits. In the event that there are not a minimum of five (5) qualified candidates, the district may open the position to outside applicants.
 - 3.2 Qualified individuals desiring to transfer into an Instructional Assistant (SH) position may request a transfer and will be interviewed.
 - 3.3 Qualified individuals desiring to transfer into an Instructional Assistant, Special Education (SE) or Instructional Assistant, Special Education/Bilingual (SE-BIL) position may request a transfer and will be interviewed.
 - 3.4 Only NCLB compliant employees and applicants may apply or request a transfer to a position with increased hours and/or benefits.
 - 3.5 As instructional assistants vacate positions less than 5.75 or 6 hours, those positions will be phased out, and if deemed appropriate and necessary, will be replaced according to the new staffing guidelines as stated herein.
4. Grandfathering of Current Employees
- 4.1 All current instructional assistants who have health and welfare benefits shall continue to have health and welfare benefits as long as they continue in a position which, by contract language, is eligible for such benefits. The exception to this are employees who have accepted a temporary increase in hours which sunsets at the close of the 2006-2007 school year.

4.2 All current instructional assistants who are working less than 5.75 or 6 hours and prefer to remain in their current status, will not be penalized or forced to acquire additional hours or to interview for the increased hour positions.

This Memorandum of Understanding shall not be deemed as precedent setting or develop a district practice.

This agreement will sunset on June 30, 2017.

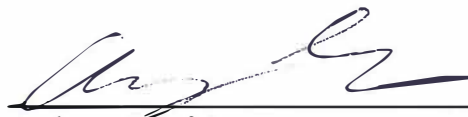
This agreement is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND CSEA, CHAPTER 74
REGARDING
COMPLIANCE WITH "NO CHILD LEFT BEHIND ACT of 2001"**

WHEREAS, representatives of the District and CSEA, Chapter 74, met and discussed the compliance issues surrounding the "No Child Left Behind Act of 2001" (hereinafter the "Act"), and California Education Code Section 45330;

AND, WHEREAS, this Memorandum of Understanding is for the purpose of resolving the impacts and effects of the bargaining unit "Title I" Instructional Assistants as a result of the District's requirement to comply with the Act and California Education Code Section 45330;

NOW, THEREFORE, the District and CSEA, Chapter 74, agree as follows:

1. Except as provided in paragraph #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
Barry D. Escoe, Ed.D.
Assistant Superintendent, Human Resources

Date: 1/28/04

California School Employees' Association, Chapter 74

By: Jackie Brock
Jackie Brock, President

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

2014 Health and Welfare

The Anaheim Union High School District (AUHSD) and California School Employees Association (CSEA) and its Chapter 74 agree to the following regarding health and welfare:

Medical Insurance

Beginning with the 2014 calendar year the District's contribution to the blended super composite rate shall be increased from \$13,189 to \$13,493.

There shall be no change to the medical plans for the PPO and HMO except those changes that are mandated by the Federal Affordable Care Act which take effect on or after January 1, 2014.

Article 2.1.2 Life and AD & D, Article 2.1.3 Dental, Article 2.1.4 – Vision Care Insurance

The plan benefits for Life and Accidental Death/Dismemberment Insurance, Dental and Vision Care Insurance will continue with no change to the benefit plan.

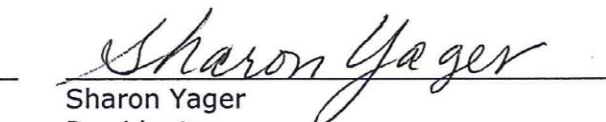
This MOU agreement has no effect on any other language contained in Article 2 Health and Welfare and the MOU – Health and Welfare – Cost Containment dated May 10, 2012.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or CSEA may request to re-open negotiations on health and welfare for 2014.

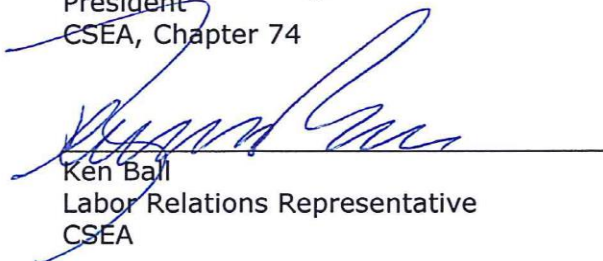
This agreement is dated: November 7, 2013



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Ken Ball
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Early Retirement Incentive

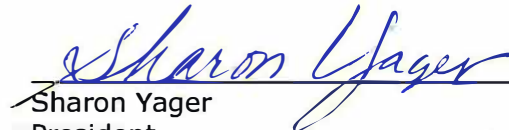
The California School Employees Association (Association) and the Anaheim Union High School District (District) agree that the District will offer an Early Retirement Incentive during the 2014-15 school year.

It is understood that this offer is contingent upon a sufficient number of participants District wide retiring to make the implementation financially feasible for the District.

This agreement is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Bilingual Status


This memorandum of understanding stipulates an agreement between the Anaheim Union High School District (District) and the California School Employees Association (CSEA) to develop an understanding and specific guidelines regarding bilingual status and compensation. CSEA and the District will address when a bilingual stipend or classification should be assigned as well as a complete and specific definition of the requirements, responsibilities, job duties, assigned tasks, replacement and/or removal of bilingual status as it relates in scope to which a mandatory meet and confer must take place.

CSEA and the District shall meet, study and develop a specific plan of action on or before May 1, 2015. The plan will be a subject of negotiations for 2015-16.

This MOU is dated: December 11, 2014



Russell Lee-Sung
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andrew Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74

Health and Welfare Program Change for 2016

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in health and welfare program that were recommended by the Insurance Committee on October 6, 2015. Changes are effective on January 1, 2016:

Medical Insurance

PPO

- Co-pay for non-preferred formulary prescription drugs will change from \$40 to \$50.
- Prior Authorization (PA) will be required for certain non-preferred prescription drugs effective January 1, 2016, for new users under the Express Scripts Advantage PA and Limited PA programs. Current users of these drugs (prior to January 1, 2016) will not be subject to the PA program.

HMO

- Co-pay for non-preferred formulary prescription drugs will change from \$40 to \$50.

The current maximum District's contribution to the blended super composite rate is \$14,101. For calendar year 2016, the maximum District contribution to the blended super composite rate will be \$14,745.

This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or CSEA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

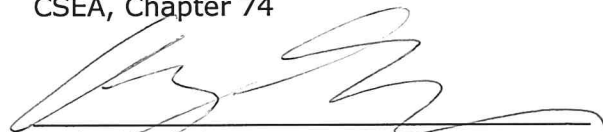
This MOU is dated: December 10, 2015



Brad Jackson
Interim Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Andy Garofalo
Labor Relations Representative
CSEA

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District

And the

California School Employees Association (CSEA)

CSEA/AUHSD Effects of Layoffs for 2016/2017 School Year


This agreement applies to employees who were affected by the layoffs for the 2017/2018 school year.

1. **Workload** - The District and CSEA agree that employees who perform work that was previously performed by an employee whose position has been eliminated, which is within the same classification or promotable family group, shall not be required to work beyond their established work day or be disciplined or negatively evaluated due to workload. CSEA members will not be required to perform work outside their classification. The District agrees volunteers, outside agencies or subcontractors will not be used to perform the work of laid-off employees.
2. **School Site Secretaries/Program Support Secretaries** - CSEA employees under these classifications that have been laid off or bumped due to seniority shall be considered as one classification upon open positions, when reinstatement from lay-offs, become available.
3. **Provisional/Limited Team Positions** - The District agrees that wait members who have been laid-off shall have first opportunity to fill provisional/limited term positions in any classification that the minimum qualifications of the position are met. District agrees to rescind the position of office assistant located at Hope School. CSEA and the District agree that the position of school support secretary at Katella High School will relocate work area to the area of the office assistant location at the entrance of the school to assist with helping students, parents, and others needing assistance.


This agreement is dated: May 24, 2017

For the District:

For the California School Employees
Association (CSEA):



Brad Jackson
Assistant Superintendent
Human Resources



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

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Brad Jackson
Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District

Jacqueline Brock
Jacqueline Brock
President, Anaheim High Chapter #74
California School Employees Association

11-16-18
Date

11-16-18
Date

Jason Geanakopoulos
Jason Geanakopoulos
Labor Relations Representative
California School Employees Association
11/16/18
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 TECHNICIAN 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 staff 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 staff 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 staff 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
President, CSEA



Brad Jackson
Assistant Superintendent, Human Resources



Karli Nevarez
Labor Relations Representative

Tentative Agreement Between Anaheim Union High School District (AUHSD)**and****Mid-Managers Association (MMA) March 21, 2024**

The bargaining teams for Mid-Managers Association (MMA) and the Anaheim Union High School District (AUHSD) have reached tentative agreement with respect to negotiations for the 2023-2024 fiscal year. This tentative agreement is subject to ratification by the membership of MMA and the District's Board of Trustees.

The bargaining teams have met and negotiated in good faith and the bargaining teams recommend ratification of the Tentative Agreement by MMA's membership and the Board of Trustees.

ARTICLE 5: Compensation and Allowances

5.1 For the 2023-24 school year, there shall be a wage increase of four and one-half percent (4.5%) applied to the entire classified (Mid-Managers Association) salary schedule referenced herein as Attachment A for all bargaining unit members. Wage shall include all employees in a regular classified position on or after July 1, 2023. All 2023-24 wage increases referenced herein and above shall be retroactive to July 1, 2023.

5.6 Cell Phones. Plant Manager I, Plant Manager II, and Maintenance Foreman shall be provided a District cell phone to conduct District business. A \$75.00 per month

stipend, in lieu of overtime payments, will be paid to Plant Manager I, Plant Manager II, and Maintenance Foreman in consideration for required cell phone business calls made and received before and after normal work hours. In addition, Food Service Manager I shall receive a monthly stipend of \$25 for district mandated use of their personal phone to conduct district business.

ARTICLE 6: HEALTH AND WELFARE

The parties previously signed an MOU dated October 30, 2023, concluding negotiations regarding Article 2, Health and Welfare.

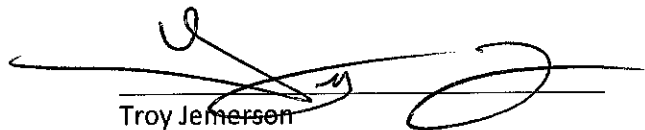
Conclusion of 2023-2024 Negotiations and Ratification of Tentative Agreements

As a result of reaching a tentative agreement with respect to Article 5 and Article 6, this concludes negotiations for 2023-2024.

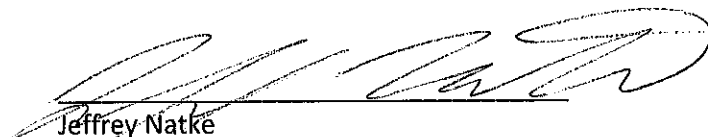
MMA and the District agree that the Tentative Agreement will be recommended for ratification by both parties.



Brad Jackson
Assistant Superintendent, Human Resources



Troy Jemerson
MMA President



Jeffrey Natke
General Manager, CEA

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

MID-MANAGERS ASSOCIATION

For the Period

July 1, 2021

to

June 30, 2024

Board Approved: April 7, 2022

Reopener Agreement for 2022-2023
Board Approved: March 7, 2023

Reopener Agreement for 2023-2024
Board Approved: Pending

TABLE OF CONTENTS

Page

ARTICLE 1 – AGREEMENT AND RECOGNITION 1-1

ARTICLE 2 – DISTRICT RIGHTS 2-1

ARTICLE 3 – ASSOCIATION RIGHTS 3-1

ARTICLE 4 – HOURS 4-1

ARTICLE 5 – COMPENSATION AND ALLOWANCES 5-1

ARTICLE 6 – HEALTH AND WELFARE BENEFITS 6-1

ARTICLE 7 – VACATION 7-1

ARTICLE 8 – HOLIDAYS 8-1

ARTICLE 9 – LEAVES OF ABSENCE 9-1

ARTICLE 10 – EVALUATION PROCEDURES 10-1

ARTICLE 11 – PERSONNEL FILES 11-1

ARTICLE 12 – LAYOFF AND REEMPLOYMENT 12-1

ARTICLE 13 – CONCERTED ACTIVITIES 13-1

ARTICLE 14 – GRIEVANCE PROCEDURE 14-1

ARTICLE 15 – SEVERABILITY AND SAVINGS 15-1

ARTICLE 16 – CONTRACTING OUT 16-1

ARTICLE 17 – DURATION AND CONCLUSION OF
MEET AND NEGOTIATE AND COMPLETE AGREEMENT
AND CONDITIONS 17-1

ATTACHMENT A, 2023-24 SALARY SCHEDULE

ATTACHMENT B, PERFORMANCE EVALUATION REPORT

ARTICLE 1 – AGREEMENT AND RECOGNITION

This Agreement is made and entered into, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520 (“District”), and the Anaheim Union High School District Mid-Managers Association, 100 Oceangate, Suite 1200, Long Beach, California 90802 (“Association”).

- 1.1 Parties and Term of the Agreement. This Agreement (“Agreement”) is made and entered into between the District and the Association. This agreement shall be in effect from the date of final ratification by both parties for a period of three years the remainder of 2021-22, 2022-23 and 2023-24, until June 30, 2024. The salary schedule, Attachment A, shall be in effect for the 2022-23 fiscal year, effective July 1, 2022.
- 1.2 Recognition. The Association is the exclusive representative for those probationary or permanent employees hired in the classified positions of Food Service Manager I, Plant Manager I, and Plant Manager II. Probationary and permanent employees in these three classifications will generally be referred to in this Agreement as “employees” or “bargaining unit members.”
- 1.3 Exclusions. Excluded from the bargaining unit represented by the Association are all other classified positions, substitute, temporary, supervisory, confidential, management as well as all other certificated personnel.

ARTICLE 2 – DISTRICT RIGHTS

- 2.1 **Powers and Authority.** 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 right to: determine its organization; direct the work of its employees; determine the times 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, move or modify facilities; establish budget procedures and determine budgetary allocation and expenditure; and determine the methods of raising revenue. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, demote, terminate, and discipline employees.
- 2.2 **Limitation by Agreement.** The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law. The District retains its right to amend, modify or rescind the terms of this Agreement in cases of emergency, limited however to the actual duration of the emergency. The term “emergency” means a sudden, urgent, or unforeseen occurrence or occasion requiring immediate action, such as a natural disaster 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.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Released Time

3.1.1 Negotiations. Commencing with reopener negotiations (following the first round of contract negotiations and during each school year when negotiations are in progress and following prior notice and schedule coordination with the immediate supervising administrator 3 authorized representatives of ASSOCIATION bargaining unit shall each be granted paid released time without loss of compensation for the purpose of meeting and negotiating with the District's bargaining team. This released time shall be taken in minimum increments of one half day. Additional paid released time may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent's designee.

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

3.1.2 Released Time - Association Business. Upon 3 business days prior notice to the District an Association unit member shall be provided a maximum of 48 hours each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of 4 hours. Released time indicated above may be increased in cases of demonstrated need if requested by the Association and approved by the District.

As part of the prior notice to the District, the unit member will email his/her immediate supervisor of each scheduled meeting or leave request for Association business. The email will state the date and number of hours to be utilized for Association business. The Human Resources office will track the number of hours available for Association business.

In addition, attendance at meetings of the District Budget Committee and the District Insurance Committee shall be granted without loss of available hours for Association business.

Committee attendance will not result in additional or overtime compensation.

- 3.2 Names and Addresses. Prior to October 15 of each school year, the District shall provide the Association with a list of names and work sites of all bargaining unit members.
- 3.3 Availability of Information. School Board Open Session Agenda and backup materials will be made available on the District website to the Association, at least 72 hours in advance of a regularly scheduled Board meeting, and 24 hours in advance of a special Board meeting.
- 3.4 Access to Work Sites. A professional staff representative from the Association shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a work site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose of the visit.

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

- 3.5 Representation. A unit member has a right to a professional staff member from the Association or 1 unit representative for his/her representation when a meeting is conducted: to investigate facts that may lead to discipline; to adjust employee complaints/grievances; at disciplinary conferences that go beyond merely informing the unit member of discipline. The representative may, on behalf of the unit member, discuss facts, make arguments, act as a "buffer" between administration and the unit member. The right to representation does not attach in routine conversations, including, but not limited to: the giving of instructions; training of personnel; correcting work techniques; preliminary evaluation conferences; notifying employees of discipline.
- 3.6 New Hires and Orientation. The Association will be provided with the names, and work sites of all new unit members within five (5) days of their commencement at work. Such timelines may be extended by mutual agreement. The District will provide an opportunity for participation by a member in the Association in any new employee orientation program presented by the District for unit members.

3.7 Maintenance of Membership. Any employee who has authorized Association dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of the Agreement shall continue to have such dues deductions made by the District during the term of this Agreement; provided however, that any employee may terminate such Association dues during the period of June 1 through June 10 of each year of the Agreement by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter. The Association will provide the District's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. Association agrees to indemnify and hold harmless District, its officers, employees, and agents, with respect to any claims or litigation challenging this section (3.7).

ARTICLE 4 – HOURS

- 4.1 Workday. The standard workday for full-time employees shall be eight hours, subject to alternative work schedules contained in this Article. The workday shall include an unpaid lunch period of not less than one-half hour or more than one hour. Any change in assigned work hours will be subject to meet and consult with the Association. If no agreement is reached on changing assigned work hours, the District could implement the change following 10 business days prior written notice to the affected employee. It is recognized that the 8 hour workday has a different beginning and ending time during winter, spring and summer recess.
- 4.2 Workweek.
- 4.2.1 The workweek shall be 40 hours for full-time employees and regular five-day period except as indicated in Section 4.2.2 of this Article.
- 4.2.2 During scheduled school breaks (such as fall, winter, spring and summer) the District will continue to modify the work shift starting and ending times. The District may also institute a full-time workweek of alternate work schedule(s) such as a four-day, 10-hour workday (“4/10”).
- 4.2.3 The District shall notify the Association prior to initiation, termination, or return to alternative work schedule(s) and start and ending work times.
- 4.3 Work Year. The work year shall be 12 months for the classifications of Plant Manager I and Plant Manger II. Food Service Manager I shall have a 10 month work year.
- 4.4 Overtime. All overtime hours shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee. Overtime is defined to include any time in excess of 8 hours in any one day or in excess of 40 hours in any calendar week. No one shall order or authorize overtime unless it is approved in advance by the supervisor or site supervisor.
- 4.4.1 All hours worked by an employee on a holiday designated in Article 8 shall be compensated at the overtime rate of pay in addition to regular pay received for the holiday.

- 4.4.2 When a 10 hour per day, 40 hour per week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 10 hours per day or 40 hours per week.
 - 4.4.3 When a 9 hour, 80 hour per 2 week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 9 hours per day or 80 hours in the two-week period.
 - 4.4.4 The regular rate of pay for overtime purposes shall be the employee's hourly rate of pay plus any longevity rate paid on a monthly basis.
- 4.5 Compensatory Time.
- 4.5.1 Compensatory time may be granted by the employee's Manager in lieu of cash compensation for overtime work up to maximum 240 hours overtime (160 hours worked). Compensatory time accrues at the rate of one and one-half hours for each hour of employment for which overtime compensation is required by this Agreement.
 - 4.5.2 An employee has the option of requesting compensatory time in lieu of cash compensation for overtime work, to be used within 12 calendar months. The employee's election to take compensatory time or to receive paid overtime shall be submitted in writing and approved by his/her Manager.
 - 4.5.3 Compensatory time shall be taken at a time acceptable by the employee and the District. If the compensatory time has not been taken within 12 calendar months the District shall pay the employee for such time at the appropriate overtime rate.
- 4.6 Call-Back Time. Whenever an employee is called back to duty by a supervisor or designee, after the conclusion of the normal work shift, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.
- 4.7 Call-In Time. Whenever an employee is called to work by a supervisor or designee on a day which is not a regularly scheduled work day, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

ARTICLE 5 – COMPENSATION AND ALLOWANCES

- 5.1 For the 2023-24 school year, there shall be a wage increase of four and one-half percent (4.5%) applied to the entire classified (Mid-Managers Association) salary schedule referenced herein as Attachment A for all bargaining unit members. Wage shall include all employees in a regular classified position on or after July 1, 2023. All 2023-24 wage increases referenced herein and above shall be retroactive to July 1, 2023.
- 5.2 Salary Step Advancement. Salary step advancement shall be granted upon completion of 1 year in the position. After satisfactory completion of 1 year, the employee shall advance from Step 1 to Step 2. “Satisfactory completion” refers to an overall satisfactory evaluation. If the employee does not receive a written evaluation for the 12-month period, the employee shall be deemed to have received a “satisfactory completion” for purposes of Section 5.2. Salary step advancement shall be annually thereafter upon satisfactory completion of service. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.
- 5.3 Longevity. Employees will be eligible for service recognition (longevity) in the Anaheim Union High School District. Eligible service in the District requires probationary or permanent employment. Service does not include substitute, or temporary employment. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.
- 2% plus \$646 after ten (10) years of service with Anaheim Union High School District
- 4% plus \$1,922 after fifteen (15) years of service with Anaheim Union High School District
- 7% plus \$3,538 after twenty years (20) of service with Anaheim Union High School District
- 10% plus \$4,615 after twenty-five (25) years of service with Anaheim Union High School District
- 12% plus \$4,928 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.

- 5.4 Uniforms. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District. The District reports to CalPERS on a biannual basis the monetary value for the purchase of required clothing for District-covered CalPERS Classic Members, i.e., employees hired on or before December 31, 2012. The parties analyzed the value and determined it shall not exceed \$230.00 per fiscal year, unless an additional uniform authorization is necessary. The parties agree that, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Statutory Items. The parties also agree that the District has no additional obligation or costs should the State of California or the IRS determine otherwise.
- 5.5 Safety Equipment. If the District requires the use of any equipment or gear to ensure the safety of an employee or others, the District shall provide such equipment or gear.
- 5.6 Cell Phones. Plant Manager I, Plant Manager II and Maintenance Foreman shall be provided a District cell phone to conduct District business. A \$75.00 per month stipend, in lieu of overtime payments, will be paid to Plant Manager I and II in consideration for required cell phone business calls made and received before and after normal work hours. In addition, Food Service Manager I shall receive a monthly stipend of \$25 for district mandated use of their personal phone to conduct district business.

ARTICLE 6 – HEALTH AND WELFARE BENEFITS

6.1 Primary Benefits. The District shall contribute towards the cost of medical, dental, life, vision care, disability for classified employees, and accidental death /dismemberment insurance benefits for all eligible and active employees who work at least 4 hours per day in a regular classified position and the employee's eligible dependents. All plans shall be selected by the District. The health and welfare benefit plans have been recommended by the District Insurance Committee for calendar years 2018 and 2019.

6.1.1 Medical Insurance.

- A Preferred Provider Organization (PPO) major medical insurance plan for all employees and their dependents with \$275 deductible per person, maximum of \$1,100 per family.
- An Exclusive Provider Organization (EPO) major medical insurance plan.

6.1.2 Life and Accidental Death/Dismemberment Insurance. A group life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

6.1.3 Dental Insurance.

- A PPO dental insurance coverage plan. (No deductible.)
- An HMO dental insurance coverage plan.

6.1.4 Vision Care Insurance. A PPO vision care insurance coverage plan.

6.1.5 Mental Health and Substance Abuse Plan. Alcohol, drug abuse, and psychological care.

6.1.6 Short Term Income Protection Plan. Up to two years, with a 60 day elimination period, 66.6% of income not to exceed \$5,000 monthly benefit.

6.1.7 Hearing Aids. Hearing aids and annual hearing examination as required by a physician.

6.2 COBRA. All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

6.3 Insurance Committee. The Association may name 1 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. The current maximum District contribution to the blended

super composite rate for calendar year 2018 is \$15,759. There will not be an employee contribution for calendar year 2018.

The District and the Association agree to negotiate Article 6, Health & Welfare Benefits between October 2nd and October 31st in an effort to negotiate any plan changes or other cost containment measures. If no agreement between the District and the Association regarding the current maximum District and employee contributions for the succeeding calendar year is reached prior to November 1 of each year, then the current benefits plans shall 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 succeeding calendar year.

6.4 Retiree Health Benefits.

6.4.1 All employees who were hired/promoted to management prior to April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so and the District will pay medical and dental benefits for retiree only.

6.4.2 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service

to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and 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 in advance with the District the monthly amount of the premium(s). To remain eligible for the District paid major medical and dental benefit coverage from ages 60-64, the retiree must deposit the monthly amount of the premium from the date of retirement until age 60.

- 6.4.3 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and ages 60-65, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other 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.
 - 6.4.4 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, if the retiree is eligible for Medicare, the retiree who wishes to participate in a Medicare supplement plan, including prescription coverage, and dental portions of the fringe benefits compensation package from the District may do so by depositing the monthly amount of the premium(s) established each year.
 - 6.4.5 All retired employees will receive no greater health benefit plans than those offered current, active employees. It is recognized that from time to time the health benefit plans including but not limited to deductibles and co-pays may change and therefore there shall also be health benefit plan changes for retirees. As a result, no retiree health benefit plans shall be greater or more beneficial than those health benefit plans provided active employees.
- 6.5 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 6.1 of this Article.

Employees on approved unpaid leave of absence shall be eligible to participate in COBRA.

- 6.6 IRS Section 125 – Flexible Benefit Plan. The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to authorized eligible medical and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be selected by the District. Participation by employees in the plan shall be voluntary.

ARTICLE 7 – VACATION

7.1 Vacation Accrual. Earned vacation shall not be utilized until completion of the initial 6 months of employment in the District, unless permission is given by the District.

7.1.1 Every employee shall earn vacation at the prescribed rate. Vacation shall also be earned during any paid leave of absence.

7.1.2 Employees shall be entitled to vacation with pay, computed as follows:

12 month employees	23 days per fiscal year
10 month employees	21 days per fiscal year

7.2 Scheduling. Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. 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 during the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within ten working days. Employees are encouraged to schedule vacations during periods when students are not in session.

7.2.1 All vacation days earned by regular full time employees with less than 5 years of service in the District must be taken within 12 months following the period in which earned and may not be accumulated beyond this period. Regular fulltime employees, after 5 years of service may "save" up to 6 days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed 29 working days, subject to the scheduling provisions in Section 7.2.

7.2.2 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.

7.2.3 A vacation once having commenced may be terminated by the employee upon notice to his/her manager for reasons including the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family.

7.3 Vacation Accrual Payment/Deduction Upon Termination of Employment.

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 6 months employment in regular or restricted status shall not be entitled to such compensation. In case of termination, vacation time owed the District shall be deducted from the employee's final paycheck.

7.4 Vacation Carry-Over. Employees may accumulate vacation credit to a total 29 days from previous years. Vacation to be carried-over in excess of the vacation entitlement requires approval of the Superintendent or designee. When an employee is not permitted to take their 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 Superintendent or designee.

7.5 Vacation Scheduling for Probationary Employees. Probationary employees may take vacation as approved by their supervisor. During the probation period, vacation may only be taken after days have been earned unless approved by supervisor, Employees shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commended.

7.6 Vacation upon Termination of Employment. Employees who resign, retire or are terminated and have taken vacation not yet earned, will have a prorated amount deducted from their final paycheck. 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 their last regular assignment.

ARTICLE 8 – HOLIDAYS

- 8.1 Paid Holidays. A holiday schedule shall be adopted yearly by the Board of Trustees yearly. This schedule shall provide for 14 holidays, to include the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day Before or After Christmas, New Year's Day, Day Before or After New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington Day, Friday of Spring Break, and Memorial Day.
- 8.2 Holiday Eligibility. An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
- 8.3 Holiday Pay. Any day defined as a paid holiday by Section 8.1 shall be paid at the regular rate of pay the employee would have received had the employee worked that day.
- 8.4 Pay for Working on a Holiday. Employees required to work on a holiday shall be paid their regular pay for the holiday, plus one and one-half times their regular rate of pay for all hours worked on the holiday. Compensatory time off may be earned at the same rate.
- 8.5 Weekend Holidays. When a holiday falls on Saturday, the holiday shall be observed on the preceding work day. When a holiday falls on Sunday, the holiday shall be observed on the succeeding work day.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 General Leave Provisions.

9.1.1 Report of Absence. All employees must submit a report of absence form for any leave. In instances where the District has a need for verification, the employee shall be required to provide appropriate verification, which may include a physician's report, for any leave that he/she is claiming. Any payment made for a leave provided in this Article shall either be charged to the appropriate leave, refunded by the employee or deducted from his/her next paycheck.

9.1.2 Notice of Absences. Employees shall notify their manager at least 24 hours in advance, or as soon as possible.

9.1.3 The District retains the right to verify leaves.

9.2 Leaves of Absence With Pay.

9.2.1 Sick Leave.

9.2.1.1 Food Service Manager I employees shall be granted 10 sick leave days per fiscal year. Plant Manager I and II employees shall be granted 14.4 sick leave days per fiscal year.

9.2.1.2 Employees working less than full-time assignments shall be entitled to receive on a pro-rata basis the sick leave amount provided in 9.2.1.1 above.

9.2.1.3 Probationary employees' sick leave days shall be prorated from the date of hire.

9.2.1.4 Permanent employees shall be credited at the beginning of each fiscal year with the number of full-pay sick leave days provided for their assignment year.

9.2.1.5 There shall be no limit to the year to year accumulation of unused full-pay sick leave.

9.2.1.6 The Assistant Superintendent, Personnel Services or designee may require any employee to report for a—physical examination when in his/her judgment it is apparent that the employee or the District may be harmed if the condition is

allowed to continue. The District shall pay for any such required examination.

- 9.2.1.7 For absences of more than 3 days or when there is a question as to the extent and duration of the disability, or the employee's ability to return to work, the District may require the employee to submit to an examination by a physician selected by the employee and the District. The selection must take place within 48 hours after the District's request. In the event the physician is not mutually selected within the time limit, 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 of Human Resources or designee Director of Human Resources who shall maintain the confidentiality of such reports. Employees shall sign release for medical records so that District can review the medical records.

9.2.2 Industrial Injury and Illness Leave.

- 9.2.2.1 Eligibility. The provisions of this section shall apply to employees who have probationary and permanent status in the classified service.
- 9.2.2.2 Industrial Leave Allowance. An employee absent from duty because of industrial injury or illness resulting from a regular assignment and qualifying under the provisions of the workers' compensation insurance law, shall be allowed for each injury or illness, full salary from the first day of absence to and including the last day of absence not to exceed 60 working days. Allowable leave under this section shall not be accumulative from year to year.
- 9.2.2.3 Normal Wage Amount. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. The normal wages for the day shall, in the case of employees paid on an hourly basis, be based on the assigned time of the employees.

- 9.2.2.4 Use of Other Leaves. If an employee is still receiving worker's compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall then be placed on regular sick leave. If, when an employee goes on regular sick leave he/she is receiving worker's compensation insurance benefits, he/she shall be entitled to use only so much of such other sick leave benefits which, when added to worker's compensation insurance benefits, provide for a normal full day's wage or salary.
- 9.2.2.5 Leave After Worker's Compensation. If the employee is no longer receiving worker's compensation insurance benefits but is still unable to return to work as determined by the District's designated medical provider or his physician, he/she shall then be placed on regular sick leave.
- 9.2.2.6 After Exhaustion of All Available Leaves. When all available leaves of absences have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of 39 months.
- 9.2.3 Employment During Extended Sick Leave. Employees while on sick or other paid leave may not attain other employment that occurs during the employee's normal work hours. or similar employment that occurs at any time during the paid leave. In other words, an employee while on sick or other paid leave shall not work elsewhere in a similar position.
- 9.2.4 Personal Necessity Leave. Employees may use up to 10 days of sick leave in any fiscal year in cases of personal necessity. 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.
- 9.2.4.1 Such leave may not be used for seeking other employment, rendering paid services, for recreational activities or for withholding services.
- 9.2.4.2 A unit member shall be allowed to use 2 days of personal necessity leave each school year which will not be charged against his/her accumulated sick leave.

9.2.5 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.

9.2.6 Military Leave. Employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and shall supply the District with orders and status reports.

9.2.7 Parental Leave

9.2.7.1 Upon request, pregnant unit members shall be granted fully paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under section 9.2.1 and its subsections), and/or accumulated vacation leave (under Article 7), and/or extended sick leave during that time.

9.2.7.2 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 9.2.1 and its subsections), and/or accumulated vacation leave (under Article 7), and/or extended sick leave during that time. Parental leave will be provided in accordance with existing law.

9.3 Leaves of Absence Without Pay.

9.3.1 Family Care Leave.

9.3.1.1 Employees shall be granted leave to which they are entitled in accordance with the provisions of the California Family Rights Act of 1993 (CFRA) and The Family and Medical Leave Act of 1993 (FMLA).

9.3.1.2 The District shall pay the employer's regular health benefits contributions for up to 90 days during the 12 month period. The District may recover the District's contribution if the employee fails to return from leave, except if the employee is in continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.

9.3.1.3 An employee requesting Family Care Leave for any purpose may, at the employee's option, use accumulated vacation, or other applicable paid leave provided for in this Agreement. The total amount of permissible Family Care Leave shall be reduced by the amount of other leave used.

9.3.2 Effects of Leave Without Pay.

9.3.2.1 Time elapsed while on leave of absence without pay shall not be counted toward seniority for promotion, compensation, sick leave, or vacation privileges, unless the leave of absence is granted for government service.

9.3.2.2 Leaves of absence without pay shall be approved by the Board of Trustees on an annual basis. While on leave

employees eligible for benefits shall be provided the opportunity to participate in the medical and dental programs at the employee's expense.

9.3.3 Cancellation of Leave.

9.3.3.1 The District may, upon evidence that the cause for granting it was misrepresented or has ceased to exist, cancel any leave of absence and the employee shall then report for duty no later than the third working day following receipt of notification of such cancellation.

9.3.3.2 The employee may request to cancel a leave of absence and the employee will be notified in writing of the District's decision.

9.3.4 Employment While on Leave. An employee while on unpaid leave of absence previously approved by the Board of Trustees may not accept other employment that occurs during the employee's normal work hours without the prior written approval of the Board of Trustees.

ARTICLE 10 - EVALUATION PROCEDURES

- 10.1 Evaluation. Each employee shall be evaluated by a designated manager. The following schedule for evaluating employees shall be followed:
- 10.1.1 Probationary Employees. All employees will serve 12 full months in a probationary status. Probationary employees shall be evaluated by the fourth, eighth, and eleventh months of employment on the form entitled, "Performance Evaluation Report." (Attachment B) Probationary employees may be dismissed without cause, with or without an evaluation at any time during the 12 months of probation.
 - 10.1.2 Permanent Employees. Permanent employees should be evaluated at least once every other year on the form entitled, "Performance Evaluation Report."
 - 10.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal believes that an evaluation would benefit the work performance of the employee.
- 10.2 Evaluation Forms. The current Performance Evaluation Report is attached to the agreement as Attachment B. Should the Personnel Commission propose to amend the Performance Evaluation Report, then the proposed amendments shall be subject to negotiations between the parties.
- 10.3 Discussion of Evaluation. The evaluator shall discuss the performance evaluation report with the employee. The employee shall sign the evaluation form to indicate receipt, and he/she shall be given a signed copy.
- 10.4 Placement in Personnel File. Performance evaluation reports shall be filed in the employee's official personnel file and shall be available for review by the employee.
- 10.5 Employees Response. The employee may, within 10 working days of receipt of the performance evaluation form, attach a response, which will be included in the official personnel file.
- 10.6 Unsatisfactory Evaluations and Written Improvement Plan. An employee who receives an evaluation with an unsatisfactory rating will be expected to improve his/her performance to such an extent that a reevaluation within 90 calendar days may reflect an overall satisfactory rating. The employee will also receive during the evaluation conference a written improvement

plan receive a plan of improvement which shall include specific comments and evidence of the unsatisfactory performance or behavior. The improvement plan shall provide written guidance to assist the employee in correcting any deficiencies and improving performance. The improvement plan shall also include steps the supervisor will take to assist the employee with the improvement plan. Failure to make such an improvement in performance will constitute sufficient grounds for disciplinary action.

- 10.7 Appeal Process. Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 11- PERSONNEL FILES

- 11.1 Materials in Personnel Files. Materials in personnel files of employees which may serve as a basis for or affect the status of their employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports., or records which: (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or, (3) were obtained in connection with a promotional examination.
- 11.2 Inspection of Personnel File by Employee. Every employee shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 11.3 Derogatory Information. Information of a derogatory nature, except material mentioned in Section 11.1, shall not be placed in the employee's personnel file until the employee is given 10 working days notice and an opportunity to review and comment thereon. An employee shall have the right to have attached to any such derogatory statement, his/her own comments. The employee's signature on this form does not necessarily indicate agreement with the entry.
- 11.4 Inspection of Personnel File by Association. The Association shall have the right to review a unit member's personnel file when accompanied by the employee.

ARTICLE 12 – LAYOFF AND REEMPLOYMENT

- 12.1 **Notice.** Whenever it is considered necessary by the District’s Board of Trustees to reduce the number of employees or hours because of lack of work or lack of funds, the District shall give written notice to affected employees of their layoff at least 60 calendar days prior to the effective date of the layoff and the employees shall be informed of their displacement rights, if any, and reemployment rights. Failure of the employee to retrieve delivered mail or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notice or staying the timeliness for layoff. For purpose of this Rule, when a notice is mailed, the 5th working day following the mailing date is considered the date of receipt.
- 12.2 **Order of Layoff.** Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The term length of service means hire date as a probationary and/or permanent employee in the class. The employee with the last hire date in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. If two or more employees have the same hire date as a probationary employee, the determination of who shall be laid off first, shall be made by lot.
- 12.3 **Displacement (Bumping) Rights.** A classified employee who is laid off from a class and has achieved permanency in an equal or lower class shall have the right to displace a less senior employee in the equal or lower class.
- 12.4 **Voluntary Demotion or Transfer.** Employees who take voluntary demotions or voluntary reductions in assignment to a vacant position in lieu of layoff shall be, at the employee’s option, returned to a position their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any reemployment list.
- 12.5 **Reemployment Rights.**
- 12.5.1 Employees who have been laid off shall be placed on reemployment lists by job classification and in order of seniority. A reemployment list shall remain in force for a period of 39 months. Persons on such a list shall be reemployed in preference to new applicants.
- 12.5.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights

as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for the appointment shall still apply.

12.6 Reemployment and Acceptance. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given to the District by the employee. Offers of reemployment are made by the Human Resources Department.

12.6.1 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 reemployment while their names remain on the recall or reemployment list.

12.6.2 The District shall by certified mail, offer to the employee with the highest seniority on the reemployment list any vacancy to which the employee has a reemployment right.

12.6.3 While a reemployment list is in effect, no new employees shall be hired in classifications for which employees have reemployment rights, until all employees on the reemployment list have first been offered and declined the position.

12.6.4 An employee on a reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment.

12.6.5 Offers of reemployment are to fill vacant positions and may be at a different work location than the one from which the employee was laid off.

12.7 Retirement in Lieu of Layoff. An employee who is eligible to retire under CalPERS may elect to retire in lieu of layoff. Such employee shall, at least ten work days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

12.8 Completeness of Article. The Association and the District agree that the above provisions in this Article shall be the full and complete agreement between the parties concerning layoff including the reduction of hours, reemployment due to layoff, voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff, and the effects of such matters.

ARTICLE 13 – CONCERTED ACTIVITIES

- 13.1 Concerted Activities. The Association hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonably within their power to end or avert the same.
- 13.2 Disciplinary Action. 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 14 – GRIEVANCE PROCEDURE

14.1 Definitions.

- 14.1.1 A grievance is a claim by one or more specifically named employees alleging that there has been a violation of the specific terms of this Agreement. In no case shall this definition include the terms of any statute, law, regulation, handbook, procedure, policy or other document. Terms that are allegedly violated in the filing of a grievance shall relate only to the precise language of this Agreement and shall not include any other language construed to be part of this contract, either by inference or reference, or discipline of an employee.
- 14.1.2 A grievant is an employee alleging a grievance.
- 14.1.3 A manager, for purposes of this Article, refers to the individual who customarily assigns and reviews the activities of the grieving employee.
- 14.1.4 A representative is an individual designated by the MMA.
- 14.1.5 Day or days shall mean any weekday on which the administrative offices of the District are open for business to the general public.
- 14.1.6 Reference to any management representative shall include any designee.

14.2 Conditions.

- 14.2.1 If the employee files any grievance other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.
- 14.2.2 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The District's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

- 14.2.3 The grievant shall have the right to be accompanied by a MMA representative at each Step in the grievance procedure commencing at Step Two.
- 14.2.4 All materials concerning the employee's grievance shall be kept in a file separate from the employee's personnel file.

14.3 Procedures.

14.3.1 Step One – Informal Resolution.

- 14.3.1.1 Employees and their immediate supervisor should attempt to resolve a potential grievance as soon as practical.
- 14.3.1.2 No later than 10 days after an alleged grievance occurs, the employee shall inform the immediate supervisor of the alleged grievance.
- 14.3.1.3 The immediate supervisor shall make his/her decision known to the grievant in writing within 10 workdays of learning of the potential grievance.

14.3.2 Step Two – Immediate Supervisor. If the grievance cannot be resolved at Step One, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form. Within 10 days of the immediate supervisor's written decision, the grievant must file a completed copy of the Grievance Form with the immediate supervisor. The immediate supervisor shall provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.3 Step Three – Assistant Superintendent, Personnel Services or Designee. Within 10 days of the written decision in Step Two above, the grievant must file a completed copy of the Grievance Form to the Assistant Superintendent, Personnel Services. The Assistant Superintendent, Personnel Services or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.4 Step Four – Mediation. Within 10 days of the written decision in Step Three above, the grievant must file a completed written request for mediation with the Office of State Mediation &

Conciliation with a copy to the Assistant Superintendent, Personnel Services. The Superintendent or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.5 Step Five –Arbitration.

14.3.5.1 Submission to Arbitration. If the Association 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 15 days of the Association's receipt of the Step 3 decision.

14.3.5.2 Selection of Arbitrator. The Association and the District shall agree upon an arbitrator. If no agreement is reached within 10 days, the parties shall request the Public Employment Relations Board submit to the Association and the District the names of 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 1 name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

14.3.5.3 Hearing: Arbitrator's Decision. The arbitrator selected in accordance with paragraph 14.3.5.2 above shall conduct a hearing promptly. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than 30 calendar days from the date of the hearing or 30 calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

14.3.5.4 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.

14.3.5.5 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.

- 14.3.5.6 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 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 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 subtraction) 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 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 20 day period specified in Step 1 of the grievance procedure.

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

ARTICLE 15 - SEVERABILITY AND SAVINGS

- 15.1 Validity of Provisions. If any provision of this Agreement or any application of this Agreement is determined to be void or invalid, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.
- 15.2 Validity of Articles. In the event that any Article or Section of an Article is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the ASSOCIATION or the District, for purposes of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

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.

ARTICLE 17 – DURATION, CONCLUSION OF MEET AND NEGOTIATE AND COMPLETE AGREEMENT AND CONDITIONS

17.1 Term. This Agreement shall be in effect from the date of final ratification by both parties for a period of three years, the remainder of 2021-22, 2022-23 and 2023-24, until June 30, 2024. The salary schedule, Attachment A, shall be in effect for the 2021-22 fiscal year, effective July 1, 2021.

The following two articles after providing public notice at a meeting of the Board of Trustees will be reopened for negotiations for fiscal years 2022-23 and 2023-24:

- (1) Article 5 – Salary & Allowances
- (2) Article 6 - Health & Welfare Benefits

The full contract may be reopened for negotiations at the option of the Association or the District commencing in the last month of this Agreement, June 2024, following the Association and District "sunshining" of negotiation proposals.

17.2 Reopener Negotiations. The District and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement, including salaries and benefits, and conditions of employment, and therefore the District and the Association further agree that negotiations will not be reopened on any item during the term of this Agreement, except by mutual agreement of the District and the Association, or as expressly provided otherwise in this Agreement, regarding Article 5 – Salary & Allowances and Article 6 - Health & Welfare Benefits.

17.3 Conclusion of Meet and Negotiate. The District and the Association agree that this 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 Association, without mutual agreement, will be required to meet and negotiate on any of the matters that have been negotiated in this agreement, subject to the reopening of Article 5 – Salary & Allowances and Article 6 – Health & Welfare Benefits per Section 17.1.

17.4 and signatures on next page.

17.4 Complete Agreement. This Agreement shall constitute the full and complete agreement between the parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

FOR THE ANAHEIM UNION
HIGH SCHOOL DISTRICT

FOR THE ANAHEIM UNION
HIGH SCHOOL DISTRICT MID-
MANAGERS ASSOCIATION

By: 

Michael B. Matsuda
Superintendent

By: 

Rigo Perez
Association President

By: 

Shawna Walker
Association Vice-President

By: 

Jeffrey Natke
General Manager, CEA

**ANAHEIM UNION HIGH SCHOOL DISTRICT
MID-MANAGERS ASSOCIATION
2022/2023 SALARY SCHEDULE**
Effective 7/1/23 - BOT Approved 4/18/24

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
2	PLANT MANAGER I	5,328.00	5,521.00	5,736.00	5,953.00	6,176.00	6,404.00	6,535.00	6,652.00	6,786.00	6,916.00	Monthly
3	** FOOD SERVICES SITE MANAGER I	5,440.00	5,651.00	5,867.00	6,095.00	6,333.00	6,580.00	6,709.00	6,838.00	6,972.00	7,106.00	Monthly
4	PLANT MANAGER II	5,578.00	5,788.00	6,006.00	6,232.00	6,474.00	6,720.00	6,845.00	6,977.00	7,109.00	7,246.00	Monthly
5	**FOOD SERVICES SITE MANAGER II	5,699.00	5,925.00	6,151.00	6,395.00	6,641.00	6,897.00	7,037.00	7,176.00	7,314.00	7,458.00	Monthly
9	MAINTENANCE FOREMAN	6,237.00	6,483.00	6,739.00	7,002.00	7,279.00	7,558.00	7,708.00	7,862.00	8,015.00	8,173.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
 2% plus \$646 after ten (10) years of service with AUHSD
 4% plus \$1,922 additional after fifteen (15) years of service with AUHSD
 7% plus \$3,538 additional after twenty (20) years of service with AUHSD
 10% plus \$4,615 additional after twenty-five (25) years of service with AUHSD
 12% plus \$4,615 additional after thirty (30) years of service with AUHSD

* Overtime Exempt
 ** Ten Month Employees

**ANAHEIM UNION HIGH SCHOOL DISTRICT CLASSIFIED PERSONNEL DEPARTMENT
PERFORMANCE EVALUATION REPORT**

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS

Employee Name:		Employee Status:		Location Name:	
Class Title:		Employee ID #:		Due Date:	
				Location	
If Unscheduled Report, Mark Here <input type="checkbox"/>					
A	B	C	D	E	
Not Satisfactory	Requires Improvement	Effectively Meets Standards	Exceeds Standards	SECTION A Factor Check List: Immediate supervisor must mark each factor in the appropriate column.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Probationary Regular: <input type="checkbox"/> 3 months <input type="checkbox"/> 5 months	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Probationary Administrator: <input type="checkbox"/> 4 months <input type="checkbox"/> 8 months <input type="checkbox"/> 11 months	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Permanent Classified Employee: <input type="checkbox"/> Bi-Annual Report	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SECTION B: Record job STRENGTHS and superior performance.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-See Appendix A, Section B	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1. Observance of work hours	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2. Attendance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3. Grooming and dress	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4. Compliance with rules	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5. Safety practices	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6. Public contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7. Pupil contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SECTION C: Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance for personal or job qualifications.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8. Employee contacts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9. Knowledge of work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10. Work judgments	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11. Planning and organization	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12. Job skill level	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13. Quality of work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14. Volume of acceptable work	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15. Meeting deadlines	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16. Accepts responsibility	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17. Accepts direction	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18. Accepts change	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19. Effectiveness under stress	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20. Operation, care of equipment	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21. Work coordination	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	22. Initiative	
ADDITIONAL FACTORS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SUMMARY EVALUATION Mark overall performance	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not satisfactory <input type="checkbox"/> Requires improvement	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Effective-meets standards <input type="checkbox"/> Exceeds Standards	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Comments:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
FACTORS FOR SUPERVISORS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	23. Planning and organizing	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24. Scheduling and coordinating	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	25. On the job training	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	26. Productivity	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	27. Evaluating subordinates	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	28. Judgments and decisions	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	29. Leadership	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	30. Operational economy	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	31. Supervision	
ADDITIONAL FACTORS					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Employee Signature:	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Date:	

DISTRIBUTION: Personnel (original), Employee (copy), Supervisor, Principal, or Administrator (copy)

Appendix A

Employee Name:	Location:	Date Due:
----------------	-----------	-----------

SECTION B: Record job STRENGTHS and superior performance.

--

SECTION C: Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance for personal or job qualifications.

--

SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.

--

SECTION E: Specify work performance deficiencies or job behavior requiring improvement or correction.

--



March 4, 2024

Anthony Nequette
Director of Maintenance and Operations
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92803-3520

Re: Quarterly sampling of swimming pool water for asbestos content at Western and Savanna High Schools.

Dear Mr. Nequette:

Pursuant to your request, Health Science Associates (HSA), a certified California Small Business Enterprise, is pleased to provide our proposal and budgetary estimate for providing the Quarterly sampling of swimming pool water for asbestos content at Western and Savanna High Schools over the next 12 months.

The water samples will be collected and analyzed pursuant to the 100.2 Method (EPA 600/R - 94/134). The EPA and California standard for drinking water is 7 million fibers longer than 10 microns per liter (MPL). We opt to have the laboratory analyze for all asbestos fibers equal to or greater than 0.5 micron. It is reasonable to presume that if and when the Transite pipes may begin to deliver detectable asbestos fibers into the pool the shorter fibers likely could serve as an early warning indicator.

The site visits and sample collection will be conducted by a California Certified Asbestos Consultant (CAC). The work will be managed and the report will be reviewed by a specialist who is a Certified Industrial Hygienist (CIH), and a Certified Asbestos Consultant (CAC).

Professional Services - Each Quarterly School Visit	Quantity	Rate	Extension
Project Management	2	\$350.00	\$700.00
CAC, equipment prop, site visit, lab drop and report prep	10	\$110.00	\$1,100.00
Support Expenses			
Administrative Services for Data Processing	2	\$80.00	\$160.00
Mileage	120	\$0.67	\$80.40
Analysis Costs			
Method 100.2 (EPA 600/R-94/134) 5 day TAT	7	\$330.00	\$2,310.00
Total costs- Each Quarterly Visit			\$4,350.40
Total cost - 4 Quarterly Visits across 12 Calendar Months			\$17,400.00



Anthony Nequette
Anaheim Union High School District
Proposal: Quarterly sampling of swimming pool water
March 4, 2024
Page 2

TERMS

HSA's terms are that charges are due and payable within 30 days of the invoice date. Amounts not paid within that period are subject to interest at the rate of 1% per month from the date of invoice. Please be advised that Health Science Associates will apply a convenience fee for all Credit Card Payments.

Sincerely,

A handwritten signature in black ink that reads "Howard B. Spielman".

Howard B. Spielman, CIH, CSP, SMS, CAC
CEO

Anaheim Union High School District
Magnolia High School New Construction & Modernization
 Erickson-Hall Construction Co.

Amendment No. 7

February 29, 2024

This Amendment No. 7 shall be incorporated in those certain documents dated May 27, 2022 entitled, "Construction Services Agreement" ("CSA"). The parties desire to amend the CSA as indicated below. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment No.7, taken together with the CSA dated May 27, 2022, represents the new Construction Services Agreement.

I. AMEND THE CONSTRUCTION SERVICES AGREEMENT AS FOLLOWS:

A. Add Articles 3.46, 3.47, 3.48, 3.49, 3.50, 3.51 as follows:

**Magnolia High School Modernization – Site Drainage
 Improvements**

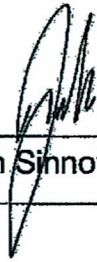

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

- 3.46 Contract Time is **60 Days**.
- 3.47 Liquidated Damages for overstaying Lease (Art. 18) is **\$3,000.00** per calendar day.
- 3.48 Guaranteed Maximum Price (Art. 5) is **\$1,380,580**.
 - 3.48.1 Construction Contingency (within GMP) is **\$23,569**
 - 3.48.2 Errors and Omissions Contingency (within GMP) is **\$11,785**.
- 3.49 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:
 - 3.49.1 District's Contingency (Art. 8) is **\$13,806**. District Contingency is carried outside of the GMP.
 - 3.49.2 Unforeseen Allowance is **\$27,612**. Unforeseen Allowance is carried outside of the GMP.
- 3.50 The Contractor's fee for this Project is **Three Point Seventy-Five percent (3.75%)** and is included in the GMP.

- 3.51 **Guaranteed Maximum Price (Art 5) for New Construction & Modernization, Pool Restoration, HVAC Replacements, Art Building Renovation, Maintenance Restoration at Cook Auditorium, Site Perimeter Fencing, Community Center Farm (MACC) and Site Drainage Improvements combined is \$56,781,583.**

End of Amendment No. 7

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

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

Erickson-Hall Construction Co.
Anaheim Union High School District
Guaranteed Maximum Price
SITE DRAINAGE IMPROVEMENTS
AMENDMENT #7
Bid Date: 2/15/24

	Site Drainage Improvements - Amendment #7	FINAL
1	BMP Solutions - SWPP	\$ 3,300.00
2	Bravo - Concrete	\$ 327,103.00
3	Fenceworks - Temp Fence	\$ 3,078.00
4	Interpirpe - Site Utilities	\$ 458,540.00
5	J&B Survey - Survey	\$ 11,640.00
6	NuWay - Masonry	\$ 199,696.00
7	Post Bros - Earthwork	\$ 73,449.00
8	Trench Shoring - Temp Barricades	\$ 7,818.00
9	Systems Waterproofing - Waterproofing & Flashing	\$ 30,850.00
10	Progress Cleaning/Final Cleaning - EHCC	\$ 13,000.00
11	Allowance - Rework existing u/g electrical, plumb & irrigation	\$ 50,000.00
	SUBTOTAL	\$ 1,178,474
1	General Conditions	\$ 85,075
2	Contractor Contingency (2% Subtotal)	\$ 23,569
3	E&O Contingency (1% of Subtotal)	\$ 11,785
4	Fee (3.75% of Subtotal + GC's)	\$ 47,383
5	Insurance (1.6% of Subtotal, GC's and Fee)	\$ 20,975
6	Bond (1% of Subtotal, GC's, Fee, and Insurance)	\$ 13,319
7	Magnolia HS Drainage Total Cost	\$ 1,380,580
	DISTRICT CONTINGENCY - 1% OF GMP	\$ 13,806
	UNFORESEEN CONTINGENCY - 2% OF GMP	\$ 27,612
	TOTAL W/CONTINGENCIES OUTSIDE OF GMP	\$ 1,421,998

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	Description
2	Bakers Rack
4	Cambro Hot Box
1	Cashier Stand
45	Charging Cart
4	Computer Desktop
6	Computer Laptop
1	Computer Monitor
3	Document Camera
1	Drill Press
1	File Cabinet
10	Headphones
224	Hot Spots
179	Laptop Chromebook
1	Laptop Stream
2	Machine, Hot Chocolate
1	Machine, Popcorn
8	Milk Cooler
2	Oven, Retherm
13	Printer
14	Projector
2	Rack, Bread
3	Roll-In Refrigerator
1	Smartboard
3	Warming Cabinet
1	Wood Lathe
2	Wood Plainer

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

EXHIBIT U

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
English					
Holt Literature & Language Arts-Mid Sch: Student Edition Second Course 2010	2	Outdated	Fair	Obsolete	No To Be Sold
Holt Literature & Language Arts-Mid Sch: Student Edition First Course 2010	2	Outdated	Fair	Obsolete	No To Be Sold
Inside: Language, Literacy, and Content Level D	3	Outdated	Fair	Obsolete	No To Be Sold
Inside: Language, Literacy, and Content Level E	3	Outdated	Fair	Obsolete	No To Be Sold
Spanish					
Realidades 1	2	Outdated	Fair	Obsolete	No To Be Sold
Science					
California Science Level 5	1	Outdated	Fair	Obsolete	No To Be Sold
California Science Level 6	1	Outdated	Fair	Obsolete	No To Be Sold
Focus on Life Science California	2	Outdated	Fair	Obsolete	No To Be Sold
Holt Science & Technology: Life Science CA	2	Outdated	Fair	Obsolete	No To Be Sold
Holt Science & Technology: Physical Science CA	3	Outdated	Fair	Obsolete	No To Be Sold
Concepts and Challenges in Physical Science Annotated Teacher's Edition	1	Outdated	Fair	Obsolete	No To Be Sold
Physical Science	1	Outdated	Fair	Obsolete	No To Be Sold
Physical Science Teachers Edition	1	Outdated	Fair	Obsolete	No To Be Sold
Focus on Physical Science California	1	Outdated	Fair	Obsolete	No To Be Sold
Science Voyages Level Blue California Teachers Wrap Edition	1	Outdated	Fair	Obsolete	No To Be Sold
Technology Interactions					
Technology Interactions	1	Outdated	Fair	Obsolete	No To Be Sold
Century 21 Keyboarding, Formatting, and Document Processing: Book One	2	Outdated	Fair	Obsolete	No To Be Sold
Keyboarding and Computer Applications	2	Outdated	Fair	Obsolete	No To Be Sold

BOT 4/18/2024

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

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
History					
The American Journey California	5	Outdated	Fair	Obsolete	No To Be Sold
Medieval and Early Modern Times: Discovering Our Past	6	Outdated	Fair	Obsolete	No To Be Sold
Timeless Voices, Timeless Themes : California Edition Bronze Level	1	Outdated	Fair	Obsolete	No To Be Sold
Timeless Voices, Timeless Themes, California Teacher's Edition, Silver Level	1	Outdated	Fair	Obsolete	No To Be Sold
Reference					
Rogets Student Thesaurus	2	Outdated	Fair	Obsolete	No To Be Sold
Roget's II: The New Thesaurus Third Edition	1	Outdated	Fair	Obsolete	No To Be Sold
Roget's II: The New Thesaurus II Deluxe	1	Outdated	Fair	Obsolete	No To Be Sold
The New American Roget's College Thesaurus in Dictionary Form	1	Outdated	Fair	Obsolete	No To Be Sold
Webster's New World Compact School and Office Dictionary Updated edition	1	Outdated	Fair	Obsolete	No To Be Sold
Children's Illustrated Encyclopedia	1	Outdated	Fair	Obsolete	No To Be Sold
Longman Dictionary of American English Now With Thesaurus	17	Outdated	Fair	Obsolete	No To Be Sold
The American Heritage Student Thesaurus	36	Outdated	Fair	Obsolete	No To Be Sold
Merriam Webster's Middle School Dictionary 1996	32	Outdated	Fair	Obsolete	No To Be Sold
Library					
Misc. Library Books	300	Outdated	Fair	Obsolete	No To Be Sold

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

EXHIBIT V
FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64T0452	360DTH LLC	1,464.19	1,464.19	0142393110 4410	VEA PERKINS STUDENT ORG OXFORD / EQUIPMENT
T64T0471	360DTH LLC	1,464.19	1,464.19	0137000910 4410	SY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0473	360DTH LLC	672.07	672.07	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0474	360DTH LLC	672.07	672.07	0131000910 4410	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1539	A 1 FENCE COMPANY	67,471.00	13,598.25	0124232081 5610	LOARA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
			16,675.25	0127232081 5610	KE/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
			17,436.25	0128232081 5610	CY/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
			19,761.25	0138232081 5610	BALL/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
T64R1594	AARDVARK CLAY AND SUPPLIES INC	260.20	260.20	0128230081 4355	CY/GENERAL/MO / MAINTENANCE SUPPLIES
T64R1605	AARDVARK CLAY AND SUPPLIES INC	628.81	628.81	0122439010 4310	MA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1815	ABLENET INC.	274.76	274.76	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R1642	AC POWER 1 INC	5,000.00	5,000.00	0122231081 5610	MA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
T64T0488	ACCO BRANDS USA LLC	4,126.65	4,126.65	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64X0500	ACCO BRANDS USA LLC	700.00	700.00	0122140027 5610	MA/SCH ADM / REPAIRS/MAINT - O/S SERVICES
T64R1448	ACDA	302.00	302.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND CONFERENC
T64T0454	ADAFRUIT INDUSTRIES LLC	1,269.35	1,269.35	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64T0485	ADAFRUIT INDUSTRIES LLC	1,421.49	1,421.49	0142393110 4310	VEA PERKINS STUDENT ORG OXFORD /
T64T0459	ADORAMA	4,632.45	1,451.35	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,181.10	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
T64T0548	ADORAMA	1,357.91	1,357.91	0124393010 4410	LOARA/VEA-2B/INSTR / EQUIPMENT - NON-
T64T0545	AEC TECHNOLOGIES	1,375.00	1,375.00	0156156072 5880	FACILITIES/GENL ADM / OTHER OPERATING
T64A0286	AIREMASTERS AIR CONDITIONING	5,859,752.00	5,859,752.00	0156392885 6269	ESSER III (ARP ACT) / CONSTRUCTION-HVAC
T64T0455	AIRWOLF 3D	583.53	583.53	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64R1446	ALL AMERICAN TROPHY ENGRAVING	1,470.25	1,470.25	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1453	ALONTI CAFE AND CATERING	525.66	525.66	0160489510 4390	SCHL MNTL HL/TUPE GNT-COHORT J / MEETING
T64C0099	AMAZON CAPITAL SERVICE	1,055.73	1,055.73	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
T64R1399	AMAZON CAPITAL SERVICE	282.67	282.67	0121750981 4320	WE/ILC/M&O / OTHER OFFICE/MISC SUPPLIES
T64R1411	AMAZON CAPITAL SERVICE	108.83	108.83	0160489510 4310	SCHL MNTL HL/TUPE GNT-COHORT J /
T64R1424	AMAZON CAPITAL SERVICE	31.22	31.22	0153752140 4310	COLOR & LIGHT/ANCIL / INSTRUCTIONAL MATL &
T64R1471	AMAZON CAPITAL SERVICE	109.76	109.76	0138000034 4320	BALL/HEALTH / OTHER OFFICE/MISC SUPPLIES
T64R1478	AMAZON CAPITAL SERVICE	495.48	495.48	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R1487	AMAZON CAPITAL SERVICE	993.02	993.02	0124000927 4320	LO/LCFF (EIA)/SCH ADMIN / OTHER OFFICE/MISC
T64R1502	AMAZON CAPITAL SERVICE	90.48	90.48	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R1508	AMAZON CAPITAL SERVICE	7,717.13	3,581.56 4,135.57	0128546810 4310 0128546810 4410	CY/SWP K12 PATHWAY(ROUND 4) / INSTRUCTIONAL CY/SWP K12 PATHWAY(ROUND 4) / EQUIPMENT -
T64R1510	AMAZON CAPITAL SERVICE	353.10	353.10	0160489510 4310	SCHL MNTL HL/TUPE GNT-COHORT J /
T64R1540	AMAZON CAPITAL SERVICE	425.14	425.14	0138025040 4310	BALL/ASB/ANCIL / INSTRUCTIONAL MATL &
T64R1542	AMAZON CAPITAL SERVICE	71.30	71.30	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL
T64R1551	AMAZON CAPITAL SERVICE	555.86	555.86	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
T64R1554	AMAZON CAPITAL SERVICE	55.24	55.24	0135252011 4310	DA/MILD MODERATE/SE SEP CL/NSE /
T64R1567	AMAZON CAPITAL SERVICE	451.17	451.17	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1569	AMAZON CAPITAL SERVICE	599.58	599.58	0125439010 4310	KA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1599	AMAZON CAPITAL SERVICE	322.36	322.36	0124257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R1603	AMAZON CAPITAL SERVICE	839.37	839.37	0112112072 5880	PURCHASING/GENL ADM / OTHER OPERATING
T64R1606	AMAZON CAPITAL SERVICE	171.16	171.16	0168381010 4210	GI/TITLE I/INSTR / BOOKS AND REFERENCE
T64R1631	AMAZON CAPITAL SERVICE	345.28	345.28	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
T64R1634	AMAZON CAPITAL SERVICE	389.38	28.39	0168591510 4210	GILBERT/LOCAL GRANTS/GIFTS / BOOKS AND

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1634	*** CONTINUED ***				
			360.99	0168591510 4310	GILBERT/LOCAL GRANTS/GIFTS / INSTRUCTIONAL
T64R1650	AMAZON CAPITAL SERVICE	782.09	782.09	0160381721 4310	SCHL MNTL HTLH/MCKINNEY-VENTO /
T64R1654	AMAZON CAPITAL SERVICE	2,270.67	847.77	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
			1,422.90	0128385027 4320	CY/TITLE IV/SCH ADM / OTHER OFFICE/MISC
T64R1658	AMAZON CAPITAL SERVICE	280.13	280.13	0185439021 4320	ARTS ED/PROP 28/INSTR SUP / OTHER OFFICE/MISC
T64R1659	AMAZON CAPITAL SERVICE	6,160.83	6,160.83	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1660	AMAZON CAPITAL SERVICE	517.11	517.11	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1662	AMAZON CAPITAL SERVICE	96.91	96.91	0127028034 4320	KENNEDY/ATHLETICS/HEALTH / OTHER OFFICE/MISC
T64R1672	AMAZON CAPITAL SERVICE	2,429.40	2,429.40	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1691	AMAZON CAPITAL SERVICE	803.43	803.43	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1704	AMAZON CAPITAL SERVICE	237.88	237.88	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1715	AMAZON CAPITAL SERVICE	308.27	308.27	0140439010 4310	SO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1722	AMAZON CAPITAL SERVICE	724.25	724.25	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1724	AMAZON CAPITAL SERVICE	800.37	800.37	0140381110 4210	TITLE I - PARENTING / BOOKS AND REFERENCE
T64R1736	AMAZON CAPITAL SERVICE	149.96	149.96	0134489510 4310	WA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64R1740	AMAZON CAPITAL SERVICE	1,432.00	1,432.00	0123439010 4310	SA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1752	AMAZON CAPITAL SERVICE	145.21	145.21	0144489510 4310	LEX/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64R1756	AMAZON CAPITAL SERVICE	558.62	558.62	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1759	AMAZON CAPITAL SERVICE	265.21	265.21	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R1762	AMAZON CAPITAL SERVICE	1,544.37	1,544.37	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1763	AMAZON CAPITAL SERVICE	448.72	448.72	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R1766	AMAZON CAPITAL SERVICE	790.77	790.77	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64T0450	AMAZON CAPITAL SERVICE	86.19	86.19	0119251511 4310	LEARN HDCP S/SE SEP CL/NSEV / INSTRUCTIONAL
T64T0481	AMAZON CAPITAL SERVICE	355.30	355.30	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
T64T0483	AMAZON CAPITAL SERVICE	235.24	235.24	0185439021 4320	ARTS ED/PROP 28/INSTR SUP / OTHER OFFICE/MISC
T64T0486	AMAZON CAPITAL SERVICE	117.45	117.45	0119257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL
T64T0534	AMAZON CAPITAL SERVICE	153.49	153.49	0175393010 4310	CVA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64R1509	AMERICAN CASUAL	805.43	805.43	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1685	AMERICAN CASUAL	2,736.79	2,736.79	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1806	AMERICAN CASUAL	175.63	175.63	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
T64R1714	AMERICAN LEGION	75.00	75.00	0121000010 5880	WESTERN/INSTR / OTHER OPERATING EXPENSES
T64X0492	AMERICAN MARKETING PROMOTIONS	1,500.00	1,500.00	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1744	AMERICAN SIGNS CALIFORNIA LLC	1,181.76	1,181.76	0124000910 4410	LO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64A0278	ANAHEIM ELEMENTARY SCHOOL DIST	20,000.00	20,000.00	0163750110 5810	EL/S & C (GOAL 1.1b)/INSTR / NON-INSTRUCTIONAL
T64R1428	ANAHEIM GLASS INC	5,117.81	1,710.00	0121000910 5610	WE/LCFF-CONCENTRATION/INSTR / REPAIRS/MAINT
			367.62	0121439010 4310	WE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
			3,040.19	0121439010 4410	WE/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1546	ANDERSON'S	202.40	202.40	0160489510 4310	SCHL MNTL HL/TUPE GNT-COHORT J /
T64R1528	ANIXTER	2,989.42	2,989.42	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
T64R1545	ANIXTER	3,070.88	3,070.88	0110236081 4410	MAINTENANCE/LOCKS/MO / EQUIPMENT - NON-
T64R1628	ANTHEM SPORTS LLC	286.94	286.94	0140230081 4355	SOUTH/GENERAL/MO / MAINTENANCE SUPPLIES
T64R1682	ANTHEM SPORTS LLC	72.31	72.31	0124028081 4347	LOARA/ATHLETICS/FIELD SUPP / OPERATIONS
T64R1684	ANTHEM SPORTS LLC	4,253.50	4,253.50	0124027010 4310	LOARA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64R1277	AP CONSTRUCTION GROUP INC	22,375.00	22,375.00	0147235081 5610	HOPE/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
T64T0463	APPLE INC	2,267.19	2,267.19	0128385010 4410	CY/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64T0529	APPLE INC	1,068.95	1,068.95	0124000010 4410	LOARA/INSTR / EQUIPMENT - NON-CAPITALIZED
T64T0530	APPLE INC	1,068.95	1,068.95	0124000910 4410	LO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0531	APPLE INC	278.00	278.00	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0546	APPLE INC	966.52	966.52	0185439021 4320	ARTS ED/PROP 28/INSTR SUP / OTHER OFFICE/MISC
T64T0555	APPLE INC	35,853.80	35,853.80	0124393010 4410	LOARA/VEA-2B/INSTR / EQUIPMENT - NON-
T64R1562	AQUARIUM OF THE PACIFIC	420.00	420.00	0138000910 5880	BA/LCFF-CONCENTRATION/INSTR / OTHER
T64R1476	ARBOR SCIENTIFIC	187.34	187.34	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1556	ARBOR SCIENTIFIC	139.24	139.24	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1712	ARBOR SCIENTIFIC	212.50	212.50	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1793	ARBOR SCIENTIFIC	819.29	670.71 148.58	0142000010 4310 0142000910 4310	OXFORD/INSTR / INSTRUCTIONAL MATL & SUPPLIE OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0553	ASSOCIATED BUSINESS PRODUCTS	1,325.33	1,325.33	0125140027 4410	KA/SCH ADM/SCH ADM / EQUIPMENT - NON-
T64R1425	ATKINSON ANDELSON LOYA RUUD	447.00	447.00	0156156072 5210	FACILITIES/GENL ADM / TRAVEL AND CONFERENC
T64T0470	AUDIO DYNAMIX INC	4,500.00	4,500.00	0123591510 4410	SAVANNA/LOCAL GRANTS/GIFT / EQUIPMENT - NO
T64T0532	AUDIO RESOURCE GROUP INC	965.44	965.44	0122381110 4320	ECIA TITLE I - PARENTING / OTHER OFFICE/MISC
T64R1419	AUHSD	1,192.66	1,192.66	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1449	AUHSD	911,377.24	44,716.35 38,815.11 2,055.00 8,551.85 17,778.84 27,790.00 23,827.45 747,842.64	0109437237 4320 0109437237 4410 0109437237 5210 0109437237 5610 0109437237 5620 0109437237 5810 0109437237 5880 0109437237 6490	FOOD SERVICE INFRA/TRAINING / OTHER FOOD SERVICE INFRA/TRAINING / EQUIPMENT - NO FOOD SERVICE INFRA/TRAINING / TRAVEL AND FOOD SERVICE INFRA/TRAINING / REPAIRS/MAINT FOOD SERVICE INFRA/TRAINING / FOOD SERVICE INFRA/TRAINING / NON- FOOD SERVICE INFRA/TRAINING / OTHER FOOD SERVICE INFRA/TRAINING / EQUIPMENT -
T64R1503	AWARDS BY PAUL	238.13	238.13	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
 BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1694	AWARDS BY PAUL	592.63	592.63	0131000927 4320	BR/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R1805	AWARDS BY PAUL	7,186.93	3,593.46	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
			3,593.47	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
T64X0497	AWARDS BY PAUL	1,500.00	1,500.00	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
T64X0502	AWARDS BY PAUL	3,500.00	3,500.00	0132000927 4320	OR/LCFF-CONCENTRATION/SCH ADM / OTHER
T64T0444	B AND H PHOTO VIDEO INC	2,435.31	2,435.31	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0445	B AND H PHOTO VIDEO INC	462.88	430.89	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			31.99	0128393010 5880	CY/VEA-2B/INSTR / OTHER OPERATING EXPENSES
T64T0448	B AND H PHOTO VIDEO INC	8,733.66	2,732.85	0132393010 4310	OR/VEA-2B/ISNTR / INSTRUCTIONAL MATL &
			6,000.81	0132393010 4410	OR/VEA-2B/ISNTR / EQUIPMENT - NON-CAPITALIZE
T64T0449	B AND H PHOTO VIDEO INC	4,069.48	2,176.86	0121393010 4310	WESTERN/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			1,892.62	0121393010 4410	WESTERN/VEA-2B/INSTR / EQUIPMENT - NON-
T64T0466	B AND H PHOTO VIDEO INC	2,946.37	145.95	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
			2,800.42	0120439010 4410	AN/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64T0476	B AND H PHOTO VIDEO INC	2,751.53	2,751.53	0125439010 4410	KA/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64T0477	B AND H PHOTO VIDEO INC	711.15	711.15	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
T64T0480	B AND H PHOTO VIDEO INC	6,277.19	3,257.08	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,020.11	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
T64T0484	B AND H PHOTO VIDEO INC	421.22	421.22	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0487	B AND H PHOTO VIDEO INC	419.43	419.43	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64T0506	B AND H PHOTO VIDEO INC	118.48	118.48	0123000927 4320	SA/LCFF (EIA)/SCH ADM / OTHER OFFICE/MISC
T64T0507	B AND H PHOTO VIDEO INC	2,373.80	2,373.80	0175393010 4310	CVA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64T0513	B AND H PHOTO VIDEO INC	215.28	215.28	0134489510 4310	WA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64T0514	B AND H PHOTO VIDEO INC	825.06	825.06	0124393010 4310	LOARA/VEA-2B/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64T0523	B AND H PHOTO VIDEO INC	514.18	514.18	0128009010 4310	CY/PHOTO/INSTR / INSTRUCTIONAL MATL &
T64T0525	B AND H PHOTO VIDEO INC	193.73	193.73	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
T64T0536	B AND H PHOTO VIDEO INC	11,634.85	11,634.85	0134000910 4410	WA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0537	B AND H PHOTO VIDEO INC	171.32	171.32	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0539	B AND H PHOTO VIDEO INC	332.17	332.17	0125393010 5880	KA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
T64T0540	B AND H PHOTO VIDEO INC	321.10	321.10	0140385010 4310	SO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64T0541	B AND H PHOTO VIDEO INC	2,531.04	1,446.54	0134000927 4320	WA/LCFF-CONCENTRATION/SCH ADM / OTHER
			1,084.50	0134000927 4410	WA/LCFF-CONCENTRATION/SCH ADM / EQUIPMENT
T64T0542	B AND H PHOTO VIDEO INC	4,114.00	1,244.50	0128439010 4310	CY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
			2,869.50	0128439010 4410	CY/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64T0543	B AND H PHOTO VIDEO INC	1,932.03	307.17	0132393010 4310	OR/VEA-2B/ISNTR / INSTRUCTIONAL MATL &
			1,624.86	0132393010 4410	OR/VEA-2B/ISNTR / EQUIPMENT - NON-CAPITALIZED
T64T0549	B AND H PHOTO VIDEO INC	166.61	166.61	0161381110 4310	PO/TITLE I-PARENTING/INSTR / INSTRUCTIONAL
T64T0556	B AND H PHOTO VIDEO INC	333.20	333.20	0168381110 4310	TITLE I-PARENTING/INSTR / INSTRUCTIONAL MATL
T64R1641	B AND M LAWN AND GARDEN INC	1,140.00	1,140.00	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
T64R1536	BARNES AND NOBLE	620.21	620.21	0123385010 4210	SA/TITLE IV/INSTR / BOOKS AND REFERENCE
T64R1552	BARNES AND NOBLE	326.48	326.48	0123381110 4210	SAVANNA/TITLE I/PARENTING / BOOKS AND
T64R1632	BARNES AND NOBLE	529.10	529.10	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1635	BARNES AND NOBLE	112.81	112.81	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1761	BARNES AND NOBLE	362.23	362.23	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1801	BARNES AND NOBLE	352.00	352.00	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64A0283	BARNETT W BERRY	25,000.00	25,000.00	0102102071 5805	SUPT/BRD SUPT / INSTRUCTIONAL PROF
T64R1769	BARTLETT INSTRUMENT CO.	168.00	168.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64S0113	BATTERY SPECIALTIES INC	750.97	750.97	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1708	BERTRAND'S MUSIC	4,956.48	4,956.48	0132439010 4410	OR/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1678	BEST PRICE APPLIANCE CORPORATI	175.00	175.00	0121028040 5610	WE/ATHLET/ANCILLARY / REPAIRS/MAINT - O/S
T64R1749	BIO RAD LABORATORIES INC.	111.36	111.36	0127032010 4310	KE/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
T64R1412	BLICK ART MATERIALS LLC	101.64	101.64	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64R1465	BLICK ART MATERIALS LLC	389.59	389.59	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1558	BLICK ART MATERIALS LLC	128.01	128.01	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL
T64R1573	BLICK ART MATERIALS LLC	3,542.02	174.83	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			3,367.19	0120439010 4410	AN/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1574	BLICK ART MATERIALS LLC	3,367.19	3,367.19	0120439010 4410	AN/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1588	BLICK ART MATERIALS LLC	5,389.85	5,389.85	0128439010 4310	CY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1595	BLICK ART MATERIALS LLC	457.01	457.01	0128073010 4310	CY/ART HISTORY/INSTR / INSTRUCTIONAL MATL &
T64R1649	BLICK ART MATERIALS LLC	3,922.54	455.14	0128439010 4310	CY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			3,467.40	0128439010 4410	CY/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1670	BLICK ART MATERIALS LLC	237.11	237.11	0153385010 4310	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL MATL
T64R1709	BLICK ART MATERIALS LLC	136.39	136.39	0140439010 4310	SO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1720	BLICK ART MATERIALS LLC	4,206.25	4,206.25	0140439010 4310	SO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1728	BLICK ART MATERIALS LLC	5,131.40	4,604.50	0122439010 4310	MA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			526.90	0122439010 4410	MA/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1738	BLICK ART MATERIALS LLC	1,529.47	1,529.47	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1770	BLICK ART MATERIALS LLC	6,670.80	237.05	0122439010 4310	MA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			6,433.75	0122439010 6490	MA/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1798	BLICK ART MATERIALS LLC	8,688.44	5,886.25	0132439010 4310	OR/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			2,802.19	0132439010 4410	OR/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64T0551	BLUUM USA INC.	38,910.00	38,910.00	0108750477 4410	IT/TECHNOLOGY/DATA PROCESSING / EQUIPMENT
T64T0462	BRAINPOP LLC	363.00	363.00	0135252011 5880	DA/MILD MODERATE/SE SEP CL/NSE / OTHER
T64C0092	BREA ORANGE COUNTY PLUMBING HE	3,610.00	3,610.00	0123239081 5610	SA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
T64T0465	BREAKOUT EDU	1,048.98	1,048.98	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64R1435	BRIDGEPORT GOLF CARS	3,940.00	3,940.00	0110211581 5620	MAINTENANCE/GRADUATION/MO /
T64R1415	BSN SPORTS	1,048.37	1,048.37	0121027010 4310	WESTERN/PHYS ED/INSTR / INSTRUCTIONAL MATL
T64R1420	BSN SPORTS	160.64	160.64	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1439	BSN SPORTS	6,308.97	1,700.42 4,608.55	0123385010 4310 0123385010 4410	SA/TITLE IV/INSTR / INSTRUCTIONAL MATL & SA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
T64R1461	BSN SPORTS	15,840.15	15,840.15	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1467	BSN SPORTS	1,233.43	1,233.43	0127028010 4310	KE/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R1468	BSN SPORTS	125.00	125.00	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1517	BSN SPORTS	315.28	315.28	0140751640 4310	SO/ATHLETICS/ANCIL / INSTRUCTIONAL MATL &
T64R1585	BSN SPORTS	1,397.40	1,397.40	0124751681 5630	LO/ATHLETICS/M & O / REPAIRS/ATHLETIC
T64R1746	BSN SPORTS	988.00	988.00	0132750640 4310	OR/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
T64R1681	BUDDY'S ALL STARS INC	2,200.79	2,200.79	0144000910 4410	LEX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1527	BULK BOOKSTORE	582.66	582.66	0125381110 4210	KA/TITLE I PARENTING / BOOKS AND REFERENCE
T64R1633	BULK BOOKSTORE	7,714.90	7,714.90	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1760	BULK BOOKSTORE	9,849.38	9,849.38	0142000910 4210	OX/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64X0504	BURNETT ENGRAVING	1,000.00	1,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64R1438	C.A.S.H.	8,000.00	8,000.00	0110230081 5210	MAINTENANCE/MO / TRAVEL AND CONFERENCE
T64T0492	C.I. BUSINESS EQUIPMENT INC	595.50	595.50	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64R1780	CAL BUILDING SYSTEMS INC	390.00	390.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1563	CALIFORNIA ASSOCIATION OF LATI	599.00	599.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
T64R1500	CALIFORNIA CANOPY	5,114.58	5,114.58	0124452550 4410	LO/CA COMM SCHOOLS (CCSPP) / EQUIPMENT - NON
T64R1587	CALIFORNIA CANOPY	9,182.63	1,642.29	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			7,540.34	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1590	CALIFORNIA CANOPY	3,596.70	3,596.70	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1597	CALIFORNIA SCHOOL-BASED	600.00	600.00	0117750121 5210	IS/DISTRICT PD/SUPV INSTR / TRAVEL AND
T64R1460	CAPISTRANO GOLF CARS INC	1,751.70	301.70	0135000081 4347	DALE/MO / OPERATIONS SUPPLIES - MISC
			1,450.00	0135000081 5610	DALE/MO / REPAIRS/MAINT - O/S SERVICES
T64R1405	CAREER LAUNCH	6,585.00	6,585.00	0102087110 4310	SUPERINTENDENT/AIME/INSTR / INSTRUCTIONAL
T64R1568	CAROLINA BIOLOGICAL SUPPLY CO.	521.75	521.75	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1591	CAROLINA BIOLOGICAL SUPPLY CO.	1,022.75	1,022.75	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1750	CAROLINA BIOLOGICAL SUPPLY CO.	344.85	344.85	0127032010 4310	KE/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
T64A0274	CAROLINE LEE PSYCHOLOGIST INC	7,500.00	7,500.00	0102102071 5805	SUPT/BRD SUPT / INSTRUCTIONAL PROF
T64T0446	CDW GOVERNMENT INC.	333.49	333.49	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64T0456	CDW GOVERNMENT INC.	11,217.38	11,217.38	0108750410 4310	IT/TECHNOLOGY/INSTR / INSTRUCTIONAL MATL &
T64T0526	CDW GOVERNMENT INC.	16,548.00	16,548.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64T0533	CDW GOVERNMENT INC.	1,455.16	1,455.16	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0535	CDW GOVERNMENT INC.	420.23	420.23	0175000010 4310	CVA/INDEPENDENT STUDY/INSTR / INSTRUCTIONA
T64R1480	CENGAGE LEARNING	4,687.92	4,687.92	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1481	CENGAGE LEARNING	2,561.07	2,561.07	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1482	CENGAGE LEARNING	1,919.33	1,919.33	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64A0282	CENTER FOR DRUG FREE COMMUNITI	19,000.00	19,000.00	0160489510 5880	SCHL MNTL HL/TUPE GNT-COHORT J / OTHER
T64R1741	CERAMIC SHOP, THE	78.57	78.57	0123439010 4310	SA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64S0115	CERTIFIED ART SUPPLY	334.37	334.37	010000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0461	CEV MULTIMEDIA	3,980.00	3,980.00	0125393010 5880	KA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
T64R1690	CHANNING L BETE COMPANY INC.	1,976.77	1,976.77	0140381110 4310	TITLE I - PARENTING / INSTRUCTIONAL MATL &
T64R1441	CLEAN OUT KINGS	1,750.00	1,750.00	0132239081 5610	OR/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
T64T0510	CODEHS INC	2,940.00	2,940.00	0125393010 5880	KA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
T64T0464	CODEMONKEY STUDIO	3,500.00	3,500.00	0122393010 5880	MA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
T64T0518	COGNITIVE SYSTEMS INCORPORATED	4,740.00	4,740.00	0111220081 5880	OPERATIONS - GENERAL / OTHER OPERATING
T64R1687	COLLEGE BOARD	400.00	400.00	0115115021 5880	EDUCATION/SUPV INST / OTHER OPERATING
T64R1463	COMPLETE ACCESS SOLUTIONS	13,424.33	7,000.00	0128236081 5610	CY/LOCKS/MO / REPAIRS/MAINT - O/S SERVICES
			6,424.33	0128236081 6490	CY/LOCKS/MO / EQUIPMENT - OTHER
T64R1753	COMPLETE ACCESS SOLUTIONS	14,835.89	14,835.89	0160753285 5610	SCH MNTL HLTH/GOAL 1.6/FAC / REPAIRS/MAINT -
T64R1776	COMPLETE ACCESS SOLUTIONS	624.95	624.95	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
T64R1781	COMPLETE ACCESS SOLUTIONS	11,852.96	1,332.65	0120231081 4355	ANAHEIM/ELECTRIC/MO / MAINTENANCE SUPPLIES
			2,870.31	0120231081 4410	ANAHEIM/ELECTRIC/MO / EQUIPMENT - NON-
			7,650.00	0120231081 5610	ANAHEIM/ELECTRIC/MO / REPAIRS/MAINT - O/S
T64R1772	CORNELL UNIVERSITY	199.00	199.00	0140000910 5880	SO/LCFF-CONCENTRATION/INSTR / OTHER
T64R1279	COSCO FIRE PROTECTION INC	13,006.00	13,006.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64R1520	COSCO FIRE PROTECTION INC	1,814.00	1,814.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1645	CPR1 LLC	1,889.58	1,889.58	0131385010 4410	BR/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
T64R1755	CREATOR HYDRO	1,348.98	278.21	0164913510 4310	PD/MACC/INSTRUCTION / INSTRUCTIONAL MATL &
			1,070.77	0164913510 4410	PD/MACC/INSTRUCTION / EQUIPMENT - NON-
T64A0291	CSU FULLERTON	2,995.00	2,995.00	0102000572 5805	SPECIAL PROJECTS BUDGET / INSTRUCTIONAL PRO
T64R1442	CULVER NEWLIN	2,601.31	2,601.31	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
T64R1495	CULVER NEWLIN	1,632.41	1,632.41	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1473	CYPRESS SCHOOL DISTRICT	1,765.89	1,765.89	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
T64R1630	DAKTRONICS	651.89	651.89	0127231081 4410	KE/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZED
T64R1783	DANA WHARF SPORTFISHING	4,489.00	810.00	0137000010 5620	SY/INSTR / RENTALS/OPERATING LEASES
			3,679.00	0137000010 5880	SY/INSTR / OTHER OPERATING EXPENSES
T64T0503	DARTCO TRANSMISSION SALES SVC	896.15	896.15	0179113036 5880	GARAGE/TRANS-REG ED/TRANSPORT / OTHER
T64R1698	DB SERVICE CENTER LLC	6,572.75	6,572.75	0135000081 4410	DALE/MO / EQUIPMENT - NON-CAPITALIZED
T64R1490	DEMCO INC	182.89	182.89	0138025040 4310	BALL/ASB/ANCIL / INSTRUCTIONAL MATL &
T64R1751	DEMCO INC	97.61	97.61	0125140027 4410	KA/SCH ADM/SCH ADM / EQUIPMENT - NON-
T64R1794	DEMCO INC	383.84	383.84	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R1627	DENNIS UNIFORM	2,302.92	2,302.92	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
T64R1758	DENNIS UNIFORM	2,691.76	2,691.76	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1790	DHARMA TRADING CO.	1,655.10	1,655.10	0140439010 4310	SO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64T0511	DIFFIT INC	1,360.00	1,360.00	0175000010 5880	CVA/INDEPENDENT STUDY/INSTR / OTHER
T64R1427	DIGITAL PERFORMANCE GEAR	3,680.44	3,680.44	0124439010 4410	LO/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64A0275	DIGITAL PROMISE GLOBAL	3,500.00	3,500.00	0102102071 5310	SUPT/BRD SUPT / DUES AND MEMBERSHIPS
T64R1504	DISCOUNT SCHOOL SUPPLY	190.66	190.66	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1505	DISCOUNT SCHOOL SUPPLY	482.68	482.68	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1488	DISNEYLAND RESORT	8,584.00	6,084.00	0135000910 5880	DA/LCFF-CONCENTRATION/INSTR / OTHER
			2,500.00	0135025040 5880	DALE/ANCIL / OTHER OPERATING EXPENSES
T64R1732	DISPLAYS2GO	7,836.54	7,836.54	0124000927 4320	LO/LCFF (EIA)/SCH ADMIN / OTHER OFFICE/MISC
T64R1533	EAI EDUCATION	1,133.52	1,133.52	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1779	EAST BEST CABINETS SUPPLY CORP	4,063.97	4,063.97	0150230081 4410	ADMIN/GENERAL/MO / EQUIPMENT - NON-
T64C0093	EAST WHITTIER GLASS AND MIRROR	1,835.00	1,835.00	0135234081 5610	DALE/GLASS/MO / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1537	ECONO FENCE INC	4,535.00	4,535.00	0150232081 5610	DO/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
T64R1429	ECONOMY RENTALS INC	417.31	417.31	0120000910 5620	AN/LCFF-CONCENTRATION/INSTR /
T64R1727	EDUCATION SUPPORT SERVICES	629.70	629.70	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1565	EL CANTARITO RESTAURANT	2,990.63	2,990.63	0153752140 4390	COLOR & LIGHT/ANCIL / MEETING EXPENSE - FOOD
T64R1566	ELECTUDE USA	333.20	333.20	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
T64R1808	EMBI TEC	1,073.33	1,073.33	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64A0288	ERICKSON HALL CONSTRUCTION CO	15,565.00	7,782.50	2721731185 6270	WE/BOND SERIES 2019 - MEAS H / MAIN BUILDING
			7,782.50	4021733085 6270	WEST/GENL FAC/FAC ACQ / MAIN BUILDING
T64R1733	ESPORTSGEAR LLC	596.49	596.49	0125000040 4310	KA/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
T64R1644	FBLA	1,190.00	80.00	0122381010 5210	MA/ECIA1/INSTR / TRAVEL AND CONFERENCE
			1,110.00	0122381110 5880	ECIA TITLE I - PARENTING / OTHER OPERATING
T64R1555	FISHER SCIENCE EDUCATION	175.18	175.18	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1651	FIVE STAR RUBBER STAMP INC	90.12	90.12	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R1734	FIVE STAR RUBBER STAMP INC	167.91	167.91	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
T64R1592	FLINN SCIENTIFIC INC	4,367.48	4,367.48	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1608	FLINN SCIENTIFIC INC	2,081.61	2,081.61	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1706	FLINN SCIENTIFIC INC	657.96	657.96	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1713	FLINN SCIENTIFIC INC	2,709.20	1,291.23	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			1,417.97	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1731	FLINN SCIENTIFIC INC	170.52	170.52	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64A0276	FLYPOET ENTERTAINMENT	2,800.00	2,800.00	0115750210 5805	ED/S & C (INNOVATION GNT/INSTR / INSTRUCTIONA
T64R1477	FOLLETT CONTENT SOLUTIONS LLC	418.05	418.05	0132000910 4210	OR/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1571	FOLLETT CONTENT SOLUTIONS LLC	468.64	468.64	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1653	FOLLETT CONTENT SOLUTIONS LLC	2,500.00	2,500.00	0120000910 4210	AN/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1655	FOLLETT SCHOOL SOLUTIONS LLC	4,270.66	4,270.66	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1661	FOLLETT SCHOOL SOLUTIONS LLC	5,071.07	5,071.07	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1716	FOLLETT SCHOOL SOLUTIONS LLC	3,129.16	3,129.16	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1797	FUN AND FUNCTION LLC	85.38	85.38	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R1421	G M BUSINESS INTERIORS	1,527.10	1,527.10	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
T64R1583	GANAHL LUMBER CO	271.94	271.94	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1413	GIANNELLI ELECTRIC INC.	4,994.00	4,994.00	4550724085 6270	FACIL/NEIGHBORHOOD DEVE/FAC A / MAIN
T64R1464	GIANNELLI ELECTRIC INC.	4,938.00	4,938.00	0128236081 5610	CY/LOCKS/MO / REPAIRS/MAINT - O/S SERVICES
T64R1586	GLASBY MAINTENANCE SUPPLY CO.	4,842.50	4,842.50	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
T64R1615	GLASBY MAINTENANCE SUPPLY CO.	939.59	939.59	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
T64R1699	GLASBY MAINTENANCE SUPPLY CO.	6,073.22	6,073.22	0131000081 6490	BR/MO / EQUIPMENT - OTHER
T64R1700	GLASBY MAINTENANCE SUPPLY CO.	3,410.67	522.97	0135000081 4347	DALE/MO / OPERATIONS SUPPLIES - MISC
			2,887.70	0135000081 4410	DALE/MO / EQUIPMENT - NON-CAPITALIZED
T64S0103	GLASBY MAINTENANCE SUPPLY CO.	152.44	152.44	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0112	GLASBY MAINTENANCE SUPPLY CO.	3,706.60	3,706.60	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0460	GLOWFORGE INC	1,645.36	1,645.36	0128546810 4410	CY/SWP K12 PATHWAY(ROUND 4) / EQUIPMENT -
T64R1418	GOLDEN STATE PAVING CO INC	23,100.00	23,100.00	0120238081 5610	ANAHEIM/PAVING/MO / REPAIRS/MAINT - O/S
T64R1423	GOPHER SPORTS EQUIPMENT	4,757.64	4,757.64	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1530	GOPHER SPORTS EQUIPMENT	7,266.22	7,266.22	0140385010 4310	SO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1580	GOPHER SPORTS EQUIPMENT	1,084.65	1,084.65	0122385010 4310	MA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1581	GOPHER SPORTS EQUIPMENT	4,324.32	2,397.64	0123385010 4310	SA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			1,926.68	0123385010 4410	SA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1584	GOPHER SPORTS EQUIPMENT	3,168.97	3,168.97	0142385010 4310	OX/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1618	GOPHER SPORTS EQUIPMENT	3,328.37	3,328.37	0134385010 4310	WA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1622	GOPHER SPORTS EQUIPMENT	4,333.71	4,333.71	0131385010 4410	BR/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
T64R1623	GOPHER SPORTS EQUIPMENT	145.38	145.38	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1624	GOPHER SPORTS EQUIPMENT	3,483.00	3,483.00	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1683	GOPHER SPORTS EQUIPMENT	802.78	802.78	0124027010 4310	LOARA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64R1729	GOPHER SPORTS EQUIPMENT	1,709.36	1,709.36	0137027010 4310	SY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64R1730	GOPHER SPORTS EQUIPMENT	626.02	626.02	0161385010 4310	PO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1457	GRAINGER	1,496.39	1,496.39	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
T64R1458	GRAINGER	677.50	677.50	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
T64R1701	GRAINGER	677.50	677.50	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
T64R1643	GREAT SCOTT TREE SERVICE INC	2,995.00	2,995.00	2722731185 6274	MA/BOND SERIES 2019 - MEAS H / CONSTRUCTION -
T64T0482	GUITAR CENTER STORES INC	1,849.26	22.36	0175000010 4310	CVA/INDEPENDENT STUDY/INSTR / INSTRUCTIONAL
			1,826.90	0175393010 4410	CVA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZ
T64T0508	GUITAR CENTER STORES INC	19,638.25	19,638.25	0131000910 6490	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1737	H2O LABS INC.	718.44	718.44	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64X0501	HAWKINS ANIMAL TRAPPING AND RE	2,000.00	2,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
T64T0522	HCI SYSTEMS INC	1,136.00	1,136.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64R1432	HILLYARD FLOOR CARE SUPPLY	2,338.75	1,858.75	0124221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
			480.00	0124221081 5610	OPERATIONS - CUSTODIAL / REPAIRS/MAINT - O/S
T64R1444	HILLYARD FLOOR CARE SUPPLY	475.18	475.18	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
T64A0295	HOLLAR SPEECH & LANGUAGE SERVI	2,600.00	2,600.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
T64R1638	HOLLYWOOD SOUND SYSTEMS INC	56,705.00	56,705.00	0110211581 5620	MAINTENANCE/GRADUATION/MO /

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1543	HORIZON	1,869.77	1,869.77	0111220081 4344	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64R1493	INSTITUTE FOR EDUCATIONAL LEAD	575.00	575.00	0161381010 5210	PO/TITLE I/INSTR / TRAVEL AND CONFERENCE
T64R1679	INTERNATIONAL E Z UP INC	1,979.28	1,979.28	0138000927 4410	BA/LCFF-CONCENTRATION/SCH ADM / EQUIPMENT
T64X0495	INTERNATIONAL HOUSE OF MUSIC I	12,900.00	12,900.00	0121439010 4310	WE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1521	IRONWOOD PLUMBING INC.	195.00	195.00	0132239081 5610	OR/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
T64R1782	J AND A FENCE	4,480.00	4,480.00	0125232081 5610	KA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
T64R1784	J AND A FENCE	3,900.00	3,900.00	0137232081 5610	SY/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
T64R1486	J.W. PEPPER AND SON INC.	2,767.94	2,767.94	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1721	J.W. PEPPER AND SON INC.	777.02	777.02	0122439010 4310	MA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1800	J.W. PEPPER AND SON INC.	10,151.31	10,151.31	0140439010 4410	SO/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64X0490	J.W. PEPPER AND SON INC.	1,705.00	1,705.00	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64X0494	J.W. PEPPER AND SON INC.	900.00	900.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64X0499	J.W. PEPPER AND SON INC.	1,705.00	1,705.00	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64X0508	J.W. PEPPER AND SON INC.	500.00	500.00	0138439010 4310	BA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1516	JM AND J CONTRACTORS	3,760.00	3,760.00	0125233081 5610	KA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
T64R1479	JUNIOR LIBRARY GUILD	844.59	844.59	0132381010 5880	OR/ECIA1/INSTR / OTHER OPERATING EXPENSES
T64R1607	JUNIOR LIBRARY GUILD	6,495.27	6,495.27	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
T64A0290	K12LOGIC LLC	2,500.00	2,500.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
T64R1512	KAP7 INC	405.25	405.25	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL
T64R1676	KIRBRE ENTERPRISES INC	4,091.21	4,091.21	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1525	LAGUNA CLAY CO.	3,199.82	388.62	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			2,811.20	0120439010 4410	AN/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1669	LAGUNA CLAY CO.	2,659.37	2,201.43	0128439010 4310	CY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1669	*** CONTINUED ***				
			457.94	0128439010 4410	CY/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1767	LECTORUM PUBLICATIONS INC	2,445.78	2,445.78	0115750110 4210	ED/S & C (INNOVATION GNT/INSTR / BOOKS AND
T64R1725	LIGHT HELMETS	4,359.23	4,359.23	0124751681 5630	LO/ATHLETICS/M & O / REPAIRS/ATHLETIC
T64R1406	MACKIN LIBRARY MEDIA	632.64	632.64	0137381010 4210	SY/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1407	MACKIN LIBRARY MEDIA	1,267.20	1,267.20	0132381010 4210	OR/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1559	MACKIN LIBRARY MEDIA	3,915.00	3,915.00	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1560	MACKIN LIBRARY MEDIA	675.00	675.00	0135381010 4210	DALE/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1561	MACKIN LIBRARY MEDIA	2,636.00	2,636.00	0135381010 4210	DALE/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1610	MACKIN LIBRARY MEDIA	1,426.83	1,426.83	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1612	MACKIN LIBRARY MEDIA	1,845.84	1,845.84	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
T64R1667	MACKIN LIBRARY MEDIA	3,013.12	3,013.12	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64R1764	MACKIN LIBRARY MEDIA	14,966.73	14,966.73	0137381010 4210	SY/ECIA1/INSTR / BOOKS AND REFERENCE
T64A0285	MAGNOLIA URBAN AFRICAN DANCERS	600.00	600.00	0115750210 5805	ED/S & C (INNOVATION GNT/INSTR / INSTRUCTIONA
T64T0447	MARKERTEK VIDEO SUPPLY	4,025.18	691.76	0135000910 6490	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			3,333.42	0135381110 6490	DA/TITLE I - PARENTING / EQUIPMENT - OTHER
T64R1719	MATTHEW GAWRONSKI MUSIC	317.86	317.86	0132439010 4310	OR/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64S0110	MC KESSON MEDICAL SURGICAL INC	576.31	576.31	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1422	MC LOGAN SUPPLY COMPANY	750.00	750.00	0152393010 5810	CPSF/VEA-2B/INSTR / NON-INSTRUCTIONAL PROF
T64R1617	MD INSTALLATIONS INT'L INC.	3,925.73	3,925.73	0172172081 5610	SAFE SCHOOLS/M&O / REPAIRS/MAINT - O/S
T64R1497	MEDCO SUPPLY COMPANY	622.17	622.17	0124028034 4320	LOARA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
T64R1689	MICHAELS STORES INC & SUBS	46.38	46.38	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1765	MICHAELS STORES INC & SUBS	720.28	720.28	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1812	MICHAELS STORES INC & SUBS	144.94	76.48	0161000910 4310	PO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			68.46	0161381110 4310	PO/TITLE I-PARENTING/INSTR / INSTRUCTIONAL
T64T0528	MICROSOFT STORE	7,099.08	7,099.08	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
T64R1431	MIKE BROWN GRANDSTANDS INC	8,800.00	8,800.00	0110211581 5620	MAINTENANCE/GRADUATION/MO /
T64C0094	MIKE'S CUSTOM FLOORING INC	775.08	775.08	0125233081 5610	KA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
T64R1414	MIKE'S CUSTOM FLOORING INC	41,469.94	41,469.94	2542710185 6274	OXFORD/DEVELOPER FEES/FAC ACQ /
T64R1538	MIKE'S CUSTOM FLOORING INC	5,902.69	5,902.69	0120233081 5610	ANAHEIM/FLOOR/MO / REPAIRS/MAINT - O/S
T64R1697	MORE PREPARED LLC	629.52	629.52	0124000927 4320	LO/LCFF (EIA)/SCH ADMIN / OTHER OFFICE/MISC
T64X0496	MOREY'S MUSIC STORE	1,000.00	1,000.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64A0292	MOUNTAIN VALLEY CHILD AND FAMI	175,232.80	151,584.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			23,648.80	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64R1430	MOVER SERVICES INC	1,350.00	1,350.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64R1647	MUSIC AND ARTS CENTER	4,000.29	4,000.29	0137439010 4310	SY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1656	MUSIC AND ARTS CENTER	429.92	429.92	0147439010 4410	HO/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1705	MUSIC AND ARTS CENTER	8,530.47	8,530.47	0132439010 4310	OR/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1707	MUSIC AND ARTS CENTER	581.30	581.30	0123439010 4310	SA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1723	MUSIC THEATER INTERNATIONAL	1,400.75	1,400.75	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1469	NASCO	579.26	579.26	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1474	NASCO	8,303.27	7,441.28	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			861.99	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
T64R1596	NASCO	3,090.43	3,090.43	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1636	NASCO	2,559.84	2,559.84	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1802	NASCO	366.84	366.84	0137439010 4310	SY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1809	NASCO	166.45	166.45	0131261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
T64T0479	NASCO	179.65	179.65	0138025040 4310	BALL/ASB/ANCIL / INSTRUCTIONAL MATL &
T64R1462	NEW CHEF FASHION	200.75	200.75	0117751110 4310	IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL
T64R1506	NIMCO	3,213.51	3,213.51	0160489510 4310	SCHL MNTL HL/TUPE GNT-COHORT J /
T64R1600	NIMCO	1,400.09	1,400.09	0125489510 4310	KA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64R1664	NIMCO	234.09	234.09	0144489510 4310	LEX/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64R1665	NIMCO	1,661.94	1,661.94	0142489510 4310	OX/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64R1666	NIMCO	6,856.70	6,856.70	0160489510 4310	SCHL MNTL HL/TUPE GNT-COHORT J /
T64R1692	NIMCO	350.19	350.19	0140489510 4310	SO/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64R1693	NIMCO	1,419.94	1,419.94	0120489510 4310	AN//TUPE/INSTR / INSTRUCTIONAL MATL & SUPPLI
T64R1804	NIMCO	922.61	922.61	0131489510 4310	BR/TUPE-COHORTJ-TIER 2/INSTR / INSTRUCTIONAL
T64T0478	NSAV SOLUTIONS	210.11	210.11	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1621	NUTRIEN AG SOLUTIONS INC	2,492.36	2,492.36	0164913510 4310	PD/MACC/INSTRUCTION / INSTRUCTIONAL MATL &
T64R1613	OC CUSTOM VINYL GRAPHICS AND S	3,752.94	3,752.94	0135000981 5610	DALE/LCFF-CONCENTRATION/M&O / REPAIRS/MAIN
T64A0281	OCDE	20,000.00	20,000.00	0163750110 5810	EL/S & C (GOAL 1.1b)/INSTR / NON-INSTRUCTIONAL
T64R1451	OCDE	180.00	180.00	0175000010 5880	CVA/INDEPENDENT STUDY/INSTR / OTHER
T64R1511	OCDE	300.00	300.00	0163379010 5210	TITLE IIIA / LIMITED ENG PROF / TRAVEL AND
T64R1686	OCDE	800.00	800.00	0117750121 5210	IS/DISTRICT PD/SUPV INSTR / TRAVEL AND
T64R1696	OES GLOBAL INC	576.58	576.58	0135385010 4310	DA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1409	OFFICE DEPOT	131.43	131.43	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1489	OFFICE DEPOT	131.43	131.43	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1501	OFFICE DEPOT	986.40	986.40	0123381110 4320	SAVANNA/TITLE I/PARENTING / OTHER OFFICE/MIS
T64R1673	OFFICE DEPOT	121.93	121.93	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1718	OFFICE DEPOT	125.90	125.90	0122381110 4310	ECIA TITLE I - PARENTING / INSTRUCTIONAL MATL
T64R1726	OFFICE DEPOT	75.62	75.62	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1739	OFFICE DEPOT	265.50	265.50	0168381110 4310	TITLE I-PARENTING/INSTR / INSTRUCTIONAL MATL
T64R1796	OFFICE DEPOT	285.71	285.71	0132452550 4320	OR/CA COMM SCHOOLS (CCSPP) / OTHER
T64R1810	OFFICE DEPOT	774.03	265.05	0161000910 4310	PO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			508.98	0161381110 4310	PO/TITLE I-PARENTING/INSTR / INSTRUCTIONAL
T64R1532	ONE DAY SIGNS	14,831.05	4,000.00	0137000910 5610	SY/LCFF-CONCENTRATION/INSTR / REPAIRS/MAINT
			10,831.05	0137000910 5880	SY/LCFF-CONCENTRATION/INSTR / OTHER
T64R1524	ORANGE COUNTY HEALTH CARE AGEN	468.00	468.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1564	ORANGE COUNTY ROPES COURSE	1,500.00	1,500.00	0135000910 5880	DA/LCFF-CONCENTRATION/INSTR / OTHER
T64R1475	ORIENTAL TRADING COMPANY	539.05	539.05	0137489510 4310	SY/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
T64R1768	ORIENTAL TRADING COMPANY	226.10	226.10	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1816	ORIENTAL TRADING COMPANY	4,262.06	4,262.06	0160489510 4310	SCHL MNTL HL/TUPE GNT-COHORT J /
T64R1523	PACIFIC COAST ENTERTAINMENT	14,627.12	14,627.12	0100970081 4410	COMMUNITY SERVICE/MO / EQUIPMENT - NON-
T64T0521	PALMER HAMILTON LLC	1,743.61	1,743.61	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1541	PARENT INSTITUTE	3,319.44	3,319.44	0125381110 4310	KA/TITLE I PARENTING / INSTRUCTIONAL MATL &
T64T0491	PATHWAY COMMUNICATIONS LTD	129,435.77	129,435.77	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
T64T0497	PATHWAY COMMUNICATIONS LTD	3,883.07	3,883.07	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1491	PCE SOLUTIONS	2,396.00	2,396.00	0135381010 5210	DALE/ECIA1/INSTR / TRAVEL AND CONFERENCE
T64R1778	PENNER PARTITIONS INC	3,698.00	3,698.00	0125230081 4410	KA/GENERAL/MO / EQUIPMENT - NON-CAPITALIZED
T64R1579	PHANTOM PROJECTS	430.00	430.00	0132381010 5880	OR/ECIA1/INSTR / OTHER OPERATING EXPENSES
T64R1499	PICKLEBALL CENTRAL	874.77	874.77	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0468	PITSCO INC.	372.46	372.46	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1611	PLUMBING AND INDUSTRIAL SUPPLY	1,170.60	1,170.60	0110239081 4410	MAINTENANCE/PLUMB/MO / EQUIPMENT - NON-
T64R1598	PRECISION DYNAMICS CORP.	641.11	641.11	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
T64R1787	PRECISION DYNAMICS CORP.	286.60	286.60	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
T64R1757	PROMAXIMA MANUFACTURING LTD	1,889.13	1,889.13	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
T64R1777	QUALIFIED EQUIPMENT SERVICE	4,851.93	2,285.72	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			2,566.21	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1410	QUILL CORP.	4,163.46	4,163.46	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1549	QUILL CORP.	53.64	53.64	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1550	QUILL CORP.	53.64	53.64	0135457810 4310	TUPE/INSTRU / INSTRUCTIONAL MATL & SUPPLIES
T64R1553	QUILL CORP.	337.90	337.90	0135252011 4310	DA/MILD MODERATE/SE SEP CL/NSE /
T64R1604	QUILL CORP.	133.83	133.83	0124261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
T64T0505	QUILL CORP.	212.10	212.10	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0515	RABBIT LASER USA LLC	930.00	930.00	0144000910 5880	LEX/LCFF-CONCENTRATION/INSTR / OTHER
T64A0284	REAL INSPIRATION INC.	3,900.00	3,900.00	0140385010 5880	SO/TITLE IV/INSTR / OTHER OPERATING EXPENSES
T64R1614	REFRIGERATION SUPPLIES DIST.	3,505.46	70.12	0124235081 4355	LOARA/HVAC/MO / MAINTENANCE SUPPLIES
			3,435.34	0124235081 4410	LOARA/HVAC/MO / EQUIPMENT - NON-CAPITALIZE
T64R1625	REFRIGERATION SUPPLIES DIST.	1,525.56	1,525.56	0120235081 4410	ANAHEIM/HVAC/MO / EQUIPMENT - NON-
T64R1648	REHABMART LLC	280.88	280.88	0120000034 4320	ANAHEIM/HEALTH / OTHER OFFICE/MISC SUPPLIES
T64X0491	RITZ CLEANERS, THE	1,000.00	1,000.00	0121007081 5560	WE/INSTR MUSIC/M&O / LAUNDRY
T64X0506	RITZ CLEANERS, THE	2,000.00	2,000.00	0128007081 5560	CY/INS MUS/INSTR / LAUNDRY
T64R1447	RIVERSIDE CITY COLLEGE	200.00	200.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE
T64R1484	RIVERSIDE INSIGHTS	337.03	337.03	0134283232 4310	WA/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
T64R1570	RIVERSIDE INSIGHTS	1,011.08	1,011.08	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1619	RIVERSIDE INSIGHTS	481.88	481.88	0131283232 4310	BR/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
T64R1745	RIVERSIDE INSIGHTS	674.05	674.05	0137283232 4310	SY/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
T64R1437	ROCKLER WOODWORKING AND	933.02	161.61	0127546810 4310	KE/SWP K12 PATHWAY(ROUND 4) / INSTRUCTIONAL
			771.41	0127546810 4410	KE/SWP K12 PATHWAY(ROUND 4) / EQUIPMENT -
T64A0277	RODRIGUEZ VALLS, DR. FERNANDO	15,000.00	15,000.00	0163379021 5805	TITLE IIIA / LIMITED ENG PROG / INSTRUCTIONAL
T64A0294	ROSSIER PARK ELEMENTARY SCHOOL	65,866.68	65,866.68	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64A0287	ROZENBERG, ABBY M.	2,150.00	2,150.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
T64T0527	RWC INTERNATIONAL LTD	1,637.80	1,637.80	0179113036 5880	GARAGE/TRANS-REG ED/TRANSPORT / OTHER
T64R1483	SCHOOL NURSE SUPPLY INC	83.53	83.53	0138000034 4320	BALL/HEALTH / OTHER OFFICE/MISC SUPPLIES
T64X0503	SCHOOL PAPER EXPRESS	920.00	920.00	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
T64R1450	SCHOOL SERVICES OF CALIFORNIA	195.00	195.00	0155155072 5210	BUSINESS/ GENL ADM / TRAVEL AND CONFERENCE
T64R1494	SCHOOL SPECIALTY INC	509.21	509.21	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1496	SCHOOL SPECIALTY INC	90.64	90.64	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1507	SCHOOL SPECIALTY INC	76.44	76.44	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1548	SCHOOL SPECIALTY INC	263.38	263.38	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
T64R1668	SCHOOL SPECIALTY INC	1,993.46	1,002.19	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			991.27	0122000910 4410	MA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64S0104	SCHOOL SPECIALTY INC	192.01	192.01	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0107	SCHOOL SPECIALTY INC	205.07	205.07	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0453	SCHOOL SPECIALTY INC	841.18	841.18	0122393010 4410	MA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
T64R1515	SCOTT EQUIPMENT INC	9,715.31	2,961.85	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			6,753.46	0111222081 6490	OPERATIONS - GROUNDS / EQUIPMENT - OTHER
T64R1454	SCSBOA	400.00	400.00	0131000910 5880	BR/LCFFF-CONCENTRATION/INSTR / OTHER

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64T0451	SEHI COMPUTER PRODUCTS INC	946.13	946.13	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64T0475	SEHI COMPUTER PRODUCTS INC	1,222,237.50	1,222,237.50	0108750410 4310	IT/TECHNOLOGY/INSTR / INSTRUCTIONAL MATL &
T64T0489	SEHI COMPUTER PRODUCTS INC	1,694.13	1,694.13	0152750121 4410	PUPIL TESTING & EVALUATION / EQUIPMENT - NON
T64T0490	SEHI COMPUTER PRODUCTS INC	19,592.35	19,592.35	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0493	SEHI COMPUTER PRODUCTS INC	1,120.75	34.48	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			1,086.27	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0495	SEHI COMPUTER PRODUCTS INC	5,051.05	5,051.05	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0496	SEHI COMPUTER PRODUCTS INC	31,158.60	28,758.60	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			2,400.00	0121000910 5880	WE/LCFF-CONCENTRATION/INSTR / OTHER
T64T0498	SEHI COMPUTER PRODUCTS INC	8,470.66	8,470.66	0122381010 4410	MA/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED
T64T0499	SEHI COMPUTER PRODUCTS INC	2,086.04	2,086.04	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0501	SEHI COMPUTER PRODUCTS INC	3,190.44	3,190.44	0125381110 4410	KA/TITLE I PARENTING / EQUIPMENT - NON-
T64T0502	SEHI COMPUTER PRODUCTS INC	1,134.08	1,134.08	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
T64T0504	SEHI COMPUTER PRODUCTS INC	310.86	310.86	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
T64T0517	SEHI COMPUTER PRODUCTS INC	905.10	905.10	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
T64T0519	SEHI COMPUTER PRODUCTS INC	931.46	931.46	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0524	SEHI COMPUTER PRODUCTS INC	1,256.50	1,256.50	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
T64T0544	SEHI COMPUTER PRODUCTS INC	1,438.47	1,438.47	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
T64T0550	SEHI COMPUTER PRODUCTS INC	1,103.19	1,103.19	0106106072 4310	BUSINESS/GENL ADM / INSTRUCTIONAL MATL &
T64T0552	SEHI COMPUTER PRODUCTS INC	4,353.10	4,353.10	0108750410 4310	IT/TECHNOLOGY/INSTR / INSTRUCTIONAL MATL &
T64S0100	SHAMROCK SUPPLY CO.	257.95	257.95	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1717	SKETCHFORSCHOOLS PUBLISHING	1,446.87	1,446.87	0122439010 4310	MA/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1452	SKYFIT TECH INC	618.81	618.81	0122027010 5610	MA/PHYS ED/INSTR / REPAIRS/MAINT - O/S SERVICE

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64A0279	*** CONTINUED ***				
T64A0279	SOCALGRAD	4,500.00	4,500.00	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC SUPPLIE
T64A0280	SOCALGRAD	2,500.00	2,500.00	0127000031 4320	KE/GUID / OTHER OFFICE/MISC SUPPLIES
T64A0289	SOCALGRAD	3,800.00	3,800.00	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
T64R1513	SOCALGRAD	1,950.27	1,950.27	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC SUPPLIE
T64R1514	SOCALGRAD	316.79	316.79	0121140027 4310	WESTERN/SCH ADM/SCH ADM / INSTRUCTIONAL
T64R1637	SOCALGRAD	462.25	462.25	0128000927 4320	CY/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R1788	SOCIAL THINKING PUBLISHING	68.75	68.75	0140272511 4210	SO/AUTISM/SE SEP CL/SEV / BOOKS AND REFERENC
T64R1695	SOULLAND LAB INC	3,185.00	3,185.00	0132452510 5620	OR/CA COMM SCHOOLS/INSTR /
T64R1456	SOUTHWEST SCHOOL AND OFFICE SU	152.90	107.39	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			45.51	0140272511 4310	SO/AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL
T64R1674	SOUTHWEST SCHOOL AND OFFICE SU	711.47	711.47	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1747	SOUTHWEST SCHOOL AND OFFICE SU	1,863.64	1,863.64	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R1748	SOUTHWEST SCHOOL AND OFFICE SU	289.85	289.85	0132261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
T64S0099	SOUTHWEST SCHOOL AND OFFICE SU	989.66	989.66	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0102	SOUTHWEST SCHOOL AND OFFICE SU	1,054.96	1,054.96	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0105	SOUTHWEST SCHOOL AND OFFICE SU	13,166.36	13,166.36	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0109	SOUTHWEST SCHOOL AND OFFICE SU	236.30	236.30	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0111	SOUTHWEST SCHOOL AND OFFICE SU	8.92	8.92	01 4300	GENERAL FUND / MATERIALS & SUPPLIES
T64T0469	SPHERO INC	3,278.87	3,278.87	0122393010 4310	MA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
T64R1639	SPORTS FACILITIES GROUP INC	4,498.43	1,799.43	0127230081 4410	KE/GENERAL/MO / EQUIPMENT - NON-CAPITALIZED
			2,699.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1470	STANBURY UNIFORMS	114,124.49	114,124.49	0120007010 4310	ANAHEIM/INS MUS/INSTR / INSTRUCTIONAL MATL

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1498	STAPLES ADVANTAGE	268.36	268.36	0121261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
T64R1529	STAPLES ADVANTAGE	42.77	8.61	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
			34.16	0121000927 4320	WES/LCFF (EIA)/SCH ADM / OTHER OFFICE/MISC
T64R1572	STAPLES ADVANTAGE	139.31	139.31	0120000033 4320	ANAHEIM/ATTN / OTHER OFFICE/MISC SUPPLIES
T64R1575	STAPLES ADVANTAGE	51.28	51.28	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1576	STAPLES ADVANTAGE	363.32	363.32	0121252011 4310	WE/MILD MODERATE/SE SEP CL/NSE /
T64R1577	STAPLES ADVANTAGE	357.69	357.69	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1593	STAPLES ADVANTAGE	1,449.20	1,449.20	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64R1688	STAPLES ADVANTAGE	3,934.17	3,934.17	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64R1742	STAPLES ADVANTAGE	1,584.28	1,584.28	0132381127 4320	TITLE I PARENTING / OTHER OFFICE/MISC SUPPLIES
T64R1743	STAPLES ADVANTAGE	244.86	244.86	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64R1773	STAPLES ADVANTAGE	141.04	141.04	0140439010 4310	SO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1795	STAPLES ADVANTAGE	56.86	56.86	0163750110 4320	EL/S & C (GOAL 1.1b)/INSTR / OTHER OFFICE/MISC
T64R1799	STAPLES ADVANTAGE	294.79	294.79	0134000927 4320	WA/LCFF-CONCENTRATION/SCH ADM / OTHER
T64R1813	STAPLES ADVANTAGE	681.41	681.41	0121252011 4310	WE/MILD MODERATE/SE SEP CL/NSE /
T64R1814	STAPLES ADVANTAGE	236.30	236.30	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64S0108	STAPLES ADVANTAGE	587.78	587.78	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0457	STAPLES ADVANTAGE	105.29	105.29	0137251511 4310	LEARN HDCP S/SE SEP CL/NSEV / INSTRUCTIONAL
T64R1522	STATE OF CALIFORNIA	1,150.00	350.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
			450.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			350.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1626	STATE OF CALIFORNIA	350.00	350.00	0134230081 5610	WA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1785	STATE OF CALIFORNIA	350.00	225.00	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
			125.00	0135230081 5610	DALE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64T0443	STATE UNIVERSITY OF IOWA	149.00	149.00	0128393010 5880	CY/VEA-2B/INSTR / OTHER OPERATING EXPENSES
T64R1754	STEMFINITY LLC	3,086.57	3,086.57	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1455	STEVE WEISS MUSIC	1,083.22	1,083.22	0144439010 4410	LE/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1492	STEVE WEISS MUSIC	6,941.80	3,389.28	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			3,552.52	0120439010 4410	AN/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1646	STEVE WEISS MUSIC	3,939.64	3,939.64	0127439010 4310	KE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1711	STEVE WEISS MUSIC	2,452.39	2,452.39	0128439010 4310	CY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64R1771	STEVE WEISS MUSIC	2,351.15	429.88	0128439010 4310	CY/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
			1,921.27	0128439010 4410	CY/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64R1544	SUNBELT RENTALS INC.	3,777.63	3,777.63	0150235081 5620	ADMIN/HVAC/MO / RENTALS/OPERATING LEASES
T64T0472	SUPPLYMASTER	1,170.17	1,170.17	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0516	SUPPLYMASTER	936.13	936.13	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
T64T0467	SWEETWATER	771.04	771.04	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64T0538	SWEETWATER SOUND LLC	2,963.45	2,963.45	0140439010 4310	SO/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONA
T64T0554	T MOBILE	15,460.26	15,460.26	0160342531 5918	ARP HOMELESS CHILDREN/YOUTH II / TELEPHONE
T64R1609	TEACHER'S DISCOVERY	548.58	548.58	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
T64R1557	TEAM ATHLETICS	4,163.46	4,163.46	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64T0458	TELESTREAM LLC	238.00	238.00	0121393010 5880	WESTERN/VEA-2B/INSTR / OTHER OPERATING
T64T0509	TFD UNLIMITED LLC	1,777.88	1,777.88	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
T64R1426	TILLY'S LIFE CENTER	15,000.00	15,000.00	0123000910 5880	SA/LCFF-CONCENTRATION/INSTR / OTHER
T64R1775	TIME AND ALARM SYSTEM	972.18	494.18	0127231081 4355	KE/ELECTRIC/MO / MAINTENANCE SUPPLIES
			478.00	0127231081 5610	KE/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
T64R1629	TOLEDO PHYSICAL EDUCATION SUPP	611.66	611.66	0122385010 4310	MA/TITLE IV/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1440	TORK WINCH	957.51	957.51	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64R1433	TURF STAR INC	1,433.28	209.74	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
			1,223.54	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
T64A0293	TURNING WINDS	103,750.00	80,550.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			23,200.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64R1547	U S BANK	2,825.00	2,825.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
T64R1466	ULINE	1,541.10	575.66	0128000081 4347	CY/MO / OPERATIONS SUPPLIES - MISC
			965.44	0128028081 4347	CY/ATHLET/INSTR / OPERATIONS SUPPLIES - MISC
T64R1616	ULINE	2,717.47	2,717.47	0128140027 5620	CY/SCH ADM/SCH ADM / RENTALS/OPERATING
T64R1535	UNIVERSAL ASPHALT	28,500.00	28,500.00	0147238081 5610	HOPE/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
T64R1582	US AIR CONDITIONING DISTRIBUTO	2,367.92	2,367.92	0132235081 4410	OR/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
T64R1531	USA SCIENTIFIC INC	182.04	182.04	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1485	VARITRONICS	374.94	374.94	0120381110 4310	TITLE I - PARENTING / INSTRUCTIONAL MATL &
T64R1671	VARITRONICS	1,260.57	1,260.57	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1789	VERNIER SOFTWARE & TECH.	126.06	126.06	0142000910 4210	OX/LCFF-CONCENTRATION/INSTR / BOOKS AND
T64T0494	VEX ROBOTICS INC	8,919.47	8,919.47	0134000910 4410	WA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0500	VEX ROBOTICS INC	772.86	772.86	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0512	VEX ROBOTICS INC	5,530.82	5,530.82	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
T64T0520	VEX ROBOTICS INC	2,234.31	2,234.31	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64C0097	VISION COMMUNICATIONS CO.	527.98	527.98	0164901021 4320	PD/(TITAN ED)/STUART DEMO / OTHER OFFICE/MISC
T64R1677	VISION COMMUNICATIONS CO.	1,987.99	1,987.99	0137000927 4320	SY/S & C/SCHOOL ADMIN / OTHER OFFICE/MISC
T64R1703	VISION COMMUNICATIONS CO.	188.57	188.57	0137140027 5610	SY/SCH ADM / REPAIRS/MAINT - O/S SERVICES
T64R1803	VISION COMMUNICATIONS CO.	52.80	52.80	0142000081 4347	OXFORD/MO / OPERATIONS SUPPLIES - MISC

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64R1519	WALTERS WHOLESALE ELECTRIC CO	1,155.08	1,155.08	0122231081 4410	MA/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZE
T64R1735	WARD'S NATURAL SCIENCE EST	1,598.66	1,598.66	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1589	WASHINGTON MUSIC CENTER	4,661.59	4,661.59	0128439010 4410	CY/PROP 28: ARTS AND MUSIC/INS / EQUIPMENT -
T64C0096	WATERLINE TECHNOLOGIES INC.	610.00	610.00	0120240081 5610	ANAHEIM/POOL/MO / REPAIRS/MAINT - O/S SERVICE
T64R1445	WATERLINE TECHNOLOGIES INC.	3,045.73	2,635.73	0124240081 4410	LOARA/POOL/MO / EQUIPMENT - NON-CAPITALIZED
			410.00	0124240081 5610	LOARA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1640	WATERLINE TECHNOLOGIES INC.	2,521.44	1,966.44	0127240081 4410	KE/POOL/MO / EQUIPMENT - NON-CAPITALIZED
			555.00	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
T64R1459	WAXIE SANITARY SUPPLY	709.04	709.04	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
T64R1680	WAXIE SANITARY SUPPLY	1,527.36	1,527.36	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
T64R1702	WAXIE SANITARY SUPPLY	379.03	379.03	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
T64S0101	WAXIE SANITARY SUPPLY	908.97	908.97	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0114	WAXIE SANITARY SUPPLY	4,842.61	4,842.61	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64R1710	WELLNESS COUNCIL OF AMERICA	450.00	450.00	0104104072 5310	CERT HR/GENL ADM / DUES AND MEMBERSHIPS
T64R1417	WENGER CORP	20,609.19	20,609.19	0124000910 4410	LO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64R1578	WENGER CORP	3,961.13	3,961.13	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64R1807	WEST SHIELD ADOLESCENT SERVICE	3,953.25	3,953.25	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
T64R1436	WESTCOR ENVIRONMENTAL INC	18,397.00	18,397.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
T64R1601	WESTERN PSYCHOLOGICAL SERVICES	18,693.77	16,994.34	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
			1,699.43	0119271519 4320	SPEECH & LANG/SE OTHER/NSEV / OTHER
T64X0507	WILNER & O'REILLY APLC	6,000.00	6,000.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
T64R1620	WILSON LANGUAGE TRAINING	744.77	744.77	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
T64R1443	WOLVERINE SPORTS	2,126.03	2,126.03	0144385010 4410	LEX/TITLE IV/INSTR / EQUIPMENT - NON-

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64X0493	WOODWIND AND BRASSWIND	650.00	650.00	0121439010 4310	WE/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64R1652	WORLD GLOBES AND MAPS	423.05	423.05	0124261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
T64R1675	WRS GROUP LTD.	393.33	393.33	0131489510 4310	BR/TUPE-COHORTJ-TIER 2/INSTR / INSTRUCTIONAL
T64R1434	YENNIS PARTY RENTALS INC.	15,527.69	15,527.69	0110211581 5620	MAINTENANCE/GRADUATION/MO /
T64R1774	YENNIS PARTY RENTALS INC.	603.16	603.16	0115750110 5620	ED/S & C (INNOVATION GNT/INSTR /
	Fund 01 Total:	10,261,809.57			
	Fund 25 Total:	41,469.94			
	Fund 27 Total:	10,777.50			
	Fund 40 Total:	7,782.50			
	Fund 45 Total:	4,994.00			
	Total Amount of Purchase Orders:	10,326,833.51			

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **04/18/2024**

EXHIBIT W

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S64A0229	KEYGENT LLC	7,500.00	+1,500.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
S64A0300	AIREMASTERS AIR CONDITIONING	28,687,557.50	+20,983,683.50	0156392885 6269	ESSER III (ARP ACT) / CONSTRUCTION-HVAC
T64A0048	DIVISION OF THE STATE ARCHITEC	400,000.00	+150,000.00	2756731185 6210	BOND SERIES 2019 - MEAS H / PLANNING - DSA PLAN
T64A0066	SEMA LLC	151,915.00	+38,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC SUPPLIE
T64A0261	SOCALGRAD	1,300.00	+700.00	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64C0091	A ALVARADO PAINTING	5,500.00	+800.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S SERVICE
T64R0710	UNITED RENTALS	6,118.02	+1,474.02	0120230081 5620	ANAHEIM/GENERAL/MO / RENTALS/OPERATING
T64R0902	RIVERSIDE INSIGHTS	1,011.08	+91.92	0121283232 4310	WE/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
T64R1094	VOYAGER SOPRIS LEARNING INC.	2,094.13	+62.94	0164925010 4210	PD/CALI READS (SPDG)/INSTR / BOOKS AND
T64R1141	ULTRASOUND AUDIO INC	97,818.47	+2,641.53	0125000010 6490	KA/INSTR / EQUIPMENT - OTHER
T64R1401	LAGUNA CLAY CO.	4,440.20	+28.65	0120439010 4310	AN/PROP 28: ARTS AND MUSIC/INS / INSTRUCTIONAL
T64S0056	UNISAN LLC	55,539.95	+16,932.91	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64S0085	GLASBY MAINTENANCE SUPPLY CO.	29,135.60	+17,929.60	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64T0031	BRIGHTLY SOFTWARE INC.	15,407.92	+1,840.00	0110211081 5880	MAINTENANCE/ENERGY SAVINGS/MO / OTHER
T64T0432	SEHI COMPUTER PRODUCTS INC	272.04	+32.33	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
T64T0433	NSAV SOLUTIONS	612.64	+26.26	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64X0024	SEHI COMPUTER PRODUCTS INC	14,037.00	+8,037.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
T64X0037	TRUCK PRO PTO SALES CORPORATIO	40,000.00	+10,000.00	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BUS
T64X0038	UNION AUTO SERVICE CENTER	55,000.00	+15,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0049	RWC INTERNATIONAL LTD	35,000.00	+10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0051	BEST-VIP CHAUFFEURED WORLDWIDE	60,000.00	+10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
T64X0073	IMAGE APPAREL FOR BUSINESS	51,000.00	+5,000.00	0111220081 4345	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0160	J.W. PEPPER AND SON INC.	2,300.00	+1,000.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL & SUPPLIE

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

04/18/2024

FROM 02/27/2024 TO 04/03/2024

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
T64X0206	KENNEDY HIGH SCHOOL	30,000.00	+8,000.00	0127751640 5810	KE/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64X0221	U S BANK	17,500.00	+5,000.00	0128013010 4310	CY/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64X0224	U S BANK	6,452.00	+502.00	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64X0247	CAPISTRANO GOLF CARS INC	33,668.45	+1,706.70	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
T64X0314	LAGUNA CLAY CO.	6,800.00	+3,000.00	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
T64X0335	J.W. PEPPER AND SON INC.	835.00	+35.00	0125007010 4310	KA/INS MUS/INSTR / INSTRUCTIONAL MATL &
T64X0426	KONA CLEANERS	4,000.00	+500.00	0125028081 5560	KATELLA/ATHLETCS/FIELD SUPP / LAUNDRY
T64X0458	RIDDELL ALL AMERICAN	10,065.30	+765.30	0122751681 5630	MA/ATHLETICS/M & O / REPAIRS/ATHLETIC
	Fund 01 Total:		21,144,289.66		
	Fund 27 Total:		150,000.00		
	Total Amount of Change Orders:		21,294,289.66		

VENDOR CHECK REGISTER
February 27, 2024 through April 3, 2024

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
123 OFFICE SOLUTION INC.	V6411643	9320	26,021.63	00194264
360DTii LLC	V6414513	4310	9,228.13	00194397
		4320	352.02	00194302
			1,249.25	00194397
A 1 FENCE COMPANY	V6408537	5610	4,658.00	00194582
		5620	30.01	00194628
			414.33	00194822
A ALVARADO PAINTING	V6406348	5610	5,500.00	00194213
A AND C URGENT CARE	V6412935	5810	70.00	00194083
			105.00	00195095
A AND J SHEET METAL INC	V6414203	4355	962.66	00194084
			1,380.11	00194987
A U H S D FOOD SERVICE DEPT	V6400023	4390	20.43	00194265
			20.43	00194542
			61.29	00195008
		5880	202.50	00194823
A Z BUS SALES INC.	V6400025	4385	40.15	00194214
			933.08	00194441
A1 TRANSMISSION SERVICE	V6400030	4370	972.04	00194681
		5610	815.00	00194681
AAA ELECTRIC MOTOR SALES	V6400033	4355	12.62	00194342
			637.35	00194398
			160.26	00194750
			402.94	00194915
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	379.39	00194177
		4355	217.09	00195145
ABU KHALAF, ZINEH	V6412791	5220	85.34	00194215
			55.88	00194442
AC POWER 1 INC	V6413051	5610	5,000.00	00195049
ACCO BRANDS INC.	V6405743	5610	515.00	00194216
ACCO BRANDS USA LLC	V6411645	4410	4,126.65	00195146
		5610	640.00	00194916
ACDA	V6409477	5210	302.00	00194343
ACS BILLING SERVICE	V6400072	5580	4,764.11	00194629
ADAFRUIT INDUSTRIES LLC	V6411889	4310	1,269.35	00194988
			1,421.49	00195147
ADAMS, CLARE	V6413562	5220	103.18	00195050
ADI	V6400095	4355	207.36	00194443
			330.15	00194751
			172.38	00194852
			470.12	00195009
ADORAMA	V6411023	4310	1,451.35	00194721
			1,688.82	00194917
		4410	3,181.10	00194721
AGRI TURF DISTRIBUTING LLC	V6412836	4347	288.62	00194344
			4,920.74	00194444

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
AIREMASTERS AIR CONDITIONING	V6405365	6165	13,300.00	00194345
		6269	139,656.95	00194178
			180,696.84	00194345
			283,757.07	00194752
			406,181.01	00194918
AIRGAS USA LLC	V6413792	4375	144.09	00195051
AIRSUPPLY TOOLS INC.	V6412933	4375	808.55	00194583
			931.91	00194722
			104.43	00194919
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	1,308.62	00194399
			34.40	00195148
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	25,526.56	00194853
ALLIANCE TECHNOLOGY GROUP LLC	V6413976	5880	2,294.75	00194085
ALONTI CAFE AND CATERING	V6413206	4390	525.66	00194400
ALT REV CASH FUND	V6405194	4310	1,854.99	00194920
		4320	340.85	00194920
		4347	120.47	00194920
		4390	1,087.51	00194920
	V6405195	5880	100.00	00194920
		4210	83.37	00195096
		4299	90.00	00195096
		4310	6,840.49	00195096
		4320	848.27	00195096
		4347	29.99	00195096
		4355	77.46	00195096
		4390	1,007.74	00195096
		8699	19.38	00195096
		V6405197	4310	961.46
	4320		265.84	00194133
	4347		25.71	00194133
	4390		338.69	00194133
	V6405198	8699	(576.95)	00194133
		4310	571.39	00194134
		4320	117.50	00194134
4390		240.47	00194134	
5880		90.00	00194134	
AMAZON CAPITAL SERVICE	V6410684	8699	(547.24)	00194134
		4210	171.15	00194989
		4310	872.34	00194086
			899.12	00194179
			186.15	00194266
			127.66	00194401
			90.48	00194584
			322.36	00194753
			1,272.75	00194824
			1,552.78	00194989
			3,166.36	00195149
		4320	84.02	00194086
			4,948.41	00194217
			45.26	00194266
			109.76	00194824
			1,228.96	00194989
			1,189.89	00195052
			96.91	00195149

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
AMAZON CAPITAL SERVICE (CONT.)	V6410684	4347	355.31	00194989
		5880	839.37	00194824
AMAZON WEB SERVICES INC.	V6412894	5880	48.00	00194402
AMERICAN CASUAL	V6407489	4310	439.78	00194494
AMERICAN FENCE COMPANY INC	V6407611	5620	106.00	00194754
AMERICAN LEGION	V6410332	5880	75.00	00194990
AMERICAN TECHNOLOGIES INC.	V6410314	4410	59,474.25	00194682
		5610	53,125.75	00194682
AMERICAN TIME	V6410391	4355	5,072.79	00194346
ANAHEIM HIGH SCHOOL	V6400260	8699	645.61	00194135
			556.00	00194585
			760.58	00195053
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	46,855.12	00194495
ANAHEIM UNION HIGH SCHOOL FOUNDATION	V6413704	4320	400.00	00194218
ANDERSON'S	V6415519	4310	208.85	00195150
ANIXTER	V6400294	4355	243.43	00194180
			40.57	00194347
			76.83	00194496
ANTHEM SPORTS LLC	V6407770	4310	2,033.34	00194403
			806.96	00194854
		4347	72.31	00195151
AP CONSTRUCTION GROUP INC	V6415026	6269	1,075,441.28	00194921
APARICIO, VIRDIANA	V6415502	5210	105.00	00194219
			963.72	00195097
APOLLO PRINTING AND GRAPHICS	V6410446	5810	845.85	00194220
APPLE INC	V6400319	4410	2,267.19	00194991
ARBOR SCIENTIFIC	V6400327	4310	185.42	00194755
ARELLANO, GEISY	V6411702	5210	930.03	00194136
ARELLANO, JONATHAN	V6414878	5210	131.72	00194497
ARREDONDO, PATRICIA	V6410720	5210	14.00	00194267
ARROW SERVICES INC	V6412839	5580	3,658.90	00194922
ART SUPPLY WAREHOUSE	V6400350	4310	916.13	00194756
AT AND T	V6400374	5918	34.41	00194498
			19.23	00194543
	V6406157	5918	14,080.85	00194683
			2,619.61	00194923
AT AND T MOBILITY	V6409270	5880	907.83	00194499
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	12,219.37	00194684
AUDIO DYNAMIX INC	V6407736	4410	4,500.00	00194586
AUHSD	V6400400	4320	44,716.35	00194348
		4410	38,815.11	00194348
		5210	2,055.00	00194348
		5610	8,551.85	00194348
		5620	17,778.84	00194348
		5810	27,790.00	00194348
		5880	23,827.45	00194348
		6490	747,842.64	00194348
		9320	1,192.66	00194221
AVILA, ELIZABETH	V6410763	5210	625.03	00194222
AVILA, MONSERRAD	V6414711	5220	64.93	00194303
			28.35	00194924
AWARDS BY PAUL	V6400412	4310	238.13	00194757
AWARENESS IN MOTION LLC	V6414948	5810	52,700.00	00194087

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
B AND H PHOTO VIDEO INC	V6400422	4310	2,146.57	00194181
			430.88	00194500
			2,732.86	00194587
			2,249.94	00194855
			919.26	00195152
		4320	92.30	00194855
		4410	6,000.81	00194587
			4,693.05	00194855
		5880	31.99	00194500
B AND K ELECTRIC WHOLESALE	V6400623	4355	375.13	00194304
B AND M LAWN AND GARDEN INC	V6400423	4347	1,109.10	00194349
			382.98	00194501
			136.33	00194685
			69.47	00194856
			103.51	00195010
			144.01	00195153
		4410	1,508.49	00194223
BALL JR HIGH SCHOOL	V6400433	8699	153.50	00194137
			217.25	00194588
			301.53	00195054
BARNES AND NOBLE	V6400450	4210	76.23	00194589
			620.21	00195011
BARNETT W BERRY	V6415518	5805	8,500.00	00194590
BARNEY'S BLENDS INC.	V6411700	4320	1,362.00	00194182
		4347	1,362.00	00194182
			1,711.26	00194350
BATTERY SPECIALTIES INC	V6413958	9320	750.97	00195098
BAVCO	V6407678	4355	967.77	00194088
			470.88	00194857
			361.73	00195055
BEACON DAY SCHOOL	V6409269	5860	4,243.33	00194992
BELSKI, BRIAN	V6407692	5210	1,327.82	00194858
BEN'S ASPHALT INC.	V6406381	5610	26,087.32	00194686
BERTRAND'S MUSIC	V6412730	4410	3,227.11	00194502
BEST-VIP CHAUFFEURED WORLDWIDE	V6414620	5620	1,839.84	00194224
			4,643.05	00194268
			2,651.54	00194404
			1,430.43	00194687
BIG BROTHERS BIG SISTERS OF ORANGE	V6412086	5805	2,500.00	00194925
BIG D SUPPLIES	V6400508	4355	80.62	00194089
BILLINGS, JANICE	V6402265	3701	1,899.60	00194758
BLICK ART MATERIALS LLC	V6401357	4310	5,109.39	00194090
			230.20	00194351
			3,813.02	00194405
			2,908.19	00194503
			45.19	00194544
			322.17	00194591
			8,317.90	00194759
			261.83	00194859
			3,167.79	00195012
		4410	66.15	00195012
BLUE STAR AUTO GLASS	V6414451	4370	496.00	00194926
BLUUM USA INC.	V6404796	4410	1,519.89	00194091
BOLSA CHICA CONSERVANCY	V6410881	5880	100.00	00194825

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
BOOK SYSTEMS INC	V6412321	4315	86.20	00194269
BPS SUPPLY GROUP	V6400476	4355	39.31	00194352
			2,242.93	00194504
BREA ORANGE COUNTY PLUMBING HEATING	V6412728	5610	3,610.00	00194353
			5,837.80	00194406
BREAKOUT EDU	V6412649	4310	1,072.12	00194630
BRIDGEPORT GOLF CARS	V6413224	5610	517.93	00194138
			406.39	00194183
			1,804.04	00194723
BRIGHTLY SOFTWARE INC.	V6409324	5880	1,840.00	00194760
BRUNET, PATTY	V6403581	4310	215.38	00194761
BSN SPORTS	V6400615	4310	166.39	00194092
			262.79	00194407
			148.22	00194505
			335.00	00194688
			1,233.43	00194724
			1,700.41	00194927
			125.00	00195013
		4410	4,608.55	00194927
BSN SPORTS LLC	V6412536	4310	1,455.79	00194184
BUDDY'S ALL STARS INC	V6406311	4310	880.45	00194093
			1,219.01	00194506
BULK BOOKSTORE	V6414414	4210	3,620.40	00194592
BURNETT ENGRAVING	V6414947	5810	353.42	00195014
BUSWEST	V6407892	4376	525.77	00194593
C TECH CONSTRUCTION INC.	V6410905	5610	997.76	00194860
C.A.S.H.	V6400650	5210	8,000.00	00194631
C.I. BUSINESS EQUIPMENT INC	V6400653	5610	595.50	00194861
CABRERA, CANDACE	V6414734	5220	72.09	00194545
CADA CENTRAL	V6400658	5210	455.00	00194225
CAL BUILDING SYSTEMS INC	V6412620	5610	390.00	00194408
CALIFORNIA ASSOCIATION OF LATINO SUPERNT	V6405219	5210	599.00	00194862
CALIFORNIA CANOPY	V6414190	4410	5,114.58	00195154
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	490.22	00194185
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	1,608.00	00194689
CALIFORNIA PLUMBING PARTS	V6412567	4355	759.08	00194186
			1,163.70	00194354
			529.16	00194690
			444.12	00194863
			1,796.02	00194928
			692.36	00195015
			417.53	00195155
CALIFORNIA SCHOOL-BASED	V6415525	5210	600.00	00194864
CALIFORNIA YELLOW CAB	V6413351	5870	2,470.00	00194507
			366.00	00194632
CAMBEROS, MARGARITO	V6414263	5220	57.28	00194355
			9.04	00194445
CAMERON WELDING SUPPLY	V6400741	4355	436.61	00194139
CAMPOS, ADRIANA	V6412844	5210	132.92	00195099
CAPISTRANO GOLF CARS INC	V6411745	4347	301.70	00194594
		5610	1,450.00	00194594
			1,025.08	00194633
			1,706.70	00194929
		6490	9,308.75	00194865

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
CAPPELUTI, MATTHEW	V6406600	5220	10.05	00194508
CAREER LAUNCH	V6414304	4310	6,585.00	00194930
		5210	16,000.00	00194094
			12,000.00	00194270
CARMEN SILVA AND	V6415268	5880	4,382.65	00194305
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	73.14	00194446
			1,567.99	00195016
CARRAMAN-CHAVEZ, CRYSTAL	V6415000	5210	40.00	00194866
CART MAN INC, THE	V6404668	5610	2,922.01	00194271
			324.67	00194634
			257.37	00195017
CASAS, JOE	V6406370	5210	1,039.50	00194140
CASE, PAULA	V6413068	5210	20.00	00194356
CDW GOVERNMENT INC.	V6400819	5880	1,728.00	00194357
CEMEX	V6404364	4355	3,045.44	00194867
CENGAGE LEARNING	V6404723	4310	9,228.67	00194868
CERTIFIED TRANSPORTATION SVCS	V6400852	5620	1,917.05	00194409
CERTIFIX LIVE SCAN	V6414255	5880	825.00	00194931
CEV MULTIMEDIA	V6400853	5880	3,980.00	00194595
CHEFS' TOYS	V6410110	4310	1,025.26	00195018
CHILDERS, KAITI	V6412258	5220	46.23	00194509
CHOI, YOONHEE	V6414868	5220	23.79	00195056
CHUNG, HELEN	V6402028	5210	40.00	00194358
CHYLINSKI, PAUL	V6403583	5210	70.00	00194187
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	19,331.61	00194306
CITY OF ANAHEIM	V6400957	5520	36,045.48	00194307
			94,037.99	00194359
			45,143.15	00194410
			36,690.69	00194510
			16.39	00194691
			13,161.85	00194725
			44,167.21	00194869
			98,492.55	00195156
		5530	5,675.78	00194359
			3,508.23	00194410
			1,334.43	00194510
			1,347.15	00194596
			164.41	00194691
			1,273.67	00194725
			3,099.74	00194869
			3,258.56	00194932
			24,041.64	00195156
		5580	3,756.28	00194307
			13,701.08	00194359
			10,536.23	00194410
			4,659.68	00194510
			3,656.35	00194596
			2,919.89	00194725
			7,368.02	00194869
			4,494.62	00194932
			22,177.21	00195156
		5810	173,799.52	00194762
CITY OF BUENA PARK	V6400958	5530	3,067.79	00194511
		5580	314.28	00194511

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
CLAIM RETENTION SERVICES INC.	V6408940	5810	2,250.00	00194308
CLEMENT, JEFFREY	V6415527	5210	51.16	00194870
CODEMONKEY STUDIO	V6415207	5880	3,500.00	00194635
COGNITIVE SYSTEMS INCORPORATED	V6413433	5880	4,740.00	00195019
COLLAR, JASON	V6415118	5210	18.00	00195100
COLLEGE BOARD	V6401012	5880	400.00	00194993
COLON, MELIDA DIAZ	V6409180	4320	213.33	00194597
		4390	41.47	00194095
COMPLETE ACCESS SOLUTIONS	V6415052	5610	1,500.00	00194411
COMPLETE OFFICE OF CA	V6411539	9320	8,673.88	00194096
			44,877.88	00194447
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	970.00	00194692
CONTRACT PAPER GROUP INC.	V6410661	9320	366.75	00194598
COOKS CAMPUS DINING SUPPLY	V6414854	4310	287.63	00194636
CORDON PEREZ, KIMBERLY	V6415515	5210	112.16	00194512
CORNELIUS, JEFF	V6402295	5210	80.00	00195157
CORONA, KARINA	V6413200	5210	85.35	00194448
COSCO FIRE PROTECTION INC	V6412879	5610	983.00	00194637
			13,006.00	00195101
			2,650.00	00195158
CREIGHTON, CHARLENE	V6415503	5220	57.62	00194226
CRISP IMAGING	V6408990	4320	78.12	00194227
		5880	2,424.38	00194227
		6241	743.09	00194227
CROWD CONTROL WAREHOUSE LLC	V6412823	4347	3,102.75	00194763
CROWN LIFT TRUCKS	V6412285	5610	324.00	00194599
CUE INC.	V6409411	5210	1,945.00	00194272
CULVER NEWLIN	V6411589	4320	96.72	00194871
CVT RECYCLING	V6407455	5580	92.29	00195159
CYPRESS HIGH SCHOOL	V6405640	5810	10,682.00	00194693
		8699	247.65	00194141
			255.43	00194600
			309.37	00195057
CYPRESS SCHOOL DISTRICT	V6401211	5870	1,765.89	00194412
DADDARIO, SARA	V6411580	5210	934.53	00195102
DAKTRONICS	V6408432	4410	651.89	00195058
DANNIS WOLIVER KELLEY	V6411357	5821	16,029.52	00194188
			10,358.00	00194933
DARTCO TRANSMISSION SALES SVC	V6401258	5880	896.15	00194934
DAVE BURGESS CONSULTING	V6415290	4210	1,616.25	00194097
DAVID D HATMAKER	V6414786	5805	1,200.00	00194098
DAYTON, LORENA	V6405616	5210	749.42	00195160
DB SERVICE CENTER LLC	V6411405	4347	424.96	00194142
			80.60	00194872
		6490	6,572.75	00194360
DE ANDA, BRENDA	V6414700	5210	20.00	00194873
		5220	47.57	00194601
DECKER INC	V6401302	4347	794.68	00194513
DEEDS, KATHY	V6410774	4310	198.81	00194189
DEL SOL SCHOOL	V6411308	5860	4,487.00	00194638
			3,496.00	00194726
DEMCO INC	V6401318	4310	116.53	00194273
			183.74	00194874
		4315	166.77	00194273

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
DENNIS UNIFORM	V6411408	4320	2,404.91	00194190
			2,302.98	00194875
DIGITAL PROMISE GLOBAL	V6415004	5310	3,500.00	00194228
DISCOUNT SCHOOL SUPPLY	V6407632	4310	640.52	00194876
DISNEYLAND RESORT	V6411011	5880	8,584.00	00194449
DIVISION OF THE STATE ARCHITECT	V6411414	6210	39,288.00	00194229
			7,135.50	00194639
			7,135.50	00194640
			7,135.50	00194641
			58,939.20	00194826
DOMINGUES, SCOTT	V6408405	5210	1,560.59	00194143
		5880	2,990.63	00194935
DONALD KROTEE PARTNERSHIP INC	V6413265	6212	2,863.47	00194936
			2,863.47	00195103
DUCA, JASON	V6407065	5220	80.06	00194099
			106.99	00194546
DUNN EDWARDS PAINTS	V6401448	4355	208.32	00194694
DURAN, ISIDRO	V6414999	5220	56.62	00194191
			63.87	00194230
DUXBURY, YESENIA	V6415514	5220	13.74	00194514
DWYER, KEVIN	V6402579	4310	155.74	00194764
E.B. BRADLEY COMPANY	V6401456	4355	266.56	00194413
EAI EDUCATION	V6401460	4310	1,133.55	00194994
EAST WHITTIER GLASS AND MIRROR CO INC	V6413882	5610	1,835.00	00195059
ECE 4 AUTISM	V6415157	5860	11,173.20	00194727
ECONOMY RENTALS INC	V6401478	4355	622.73	00194937
		5620	373.65	00194361
			31.81	00194695
			220.00	00195104
ELECTUDE USA	V6415520	4210	333.20	00194877
ENCORP	V6409154	5610	14,709.00	00194765
ERICKSON HALL CONSTRUCTION CO	V6413032	6269	55,936.79	00194100
ESCOE, BARRY	V6400453	3701	2,122.20	00194827
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	705.64	00194414
EWING IRRIGATION PRODUCTS	V6401634	4347	649.95	00194362
			37.14	00194415
			490.36	00194547
			438.48	00195020
EXERCISE EQUIPMENT ETC INC	V6413619	4310	3,159.25	00194515
FARMERS AND MERCHANTS BANK	V6412156	5880	10,948.24	00194938
FBLA	V6409984	5210	80.00	00194939
		5880	1,110.00	00194939
FEDEX	V6401675	5910	176.94	00194192
			84.50	00194363
			143.43	00194642
			126.56	00194940
			83.63	00195060
FERGUSON ENTERPRISES INC	V6409823	4355	966.77	00194193
			326.73	00194416
			613.95	00194941
			391.48	00195061
		4410	995.61	00194193
FHEG CYPRESS COLLEGE BOOKSTORE	V6412888	4150	578.39	00194548
FITZ PEREZ, SERGIO	V6413331	5210	131.72	00194516

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
FITZSIMONS, JENNIFER	V6414986	5210	294.71	00194309
FIVE STAR RUBBER STAMP INC	V6405116	4320	33.98	00194517
			22.55	00194696
			202.39	00194728
			90.12	00195161
FLEET SERVICES INC	V6405625	4370	458.93	00194643
		4385	267.03	00194450
			324.41	00194942
FLINN SCIENTIFIC INC	V6401708	4310	3,089.59	00194231
			5,725.33	00195162
FLORES, ANGELICA	V6415522	5220	25.46	00194697
FLYPOET ENTERTAINMENT	V6414373	5805	2,800.00	00194878
FOLLETT CONTENT SOLUTIONS LLC	V6401726	4210	38.32	00194549
			3,746.67	00194644
			49.56	00194879
FOLLETT SCHOOL SOLUTIONS LLC	V6411526	4210	4,232.54	00194645
			664.26	00194729
		4310	399.98	00194310
		5880	199.99	00194451
FONG, CATHY	V6408093	5210	105.00	00194311
FORD, TRAVIS	V6415122	5220	94.14	00194550
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	1,284.86	00194232
FRIED, JARON	V6408045	5210	20.00	00194452
FUJIMOTO, DIANA	V6401342	5210	104.11	00194101
FUSION LEARNING INC	V6413641	5880	4,428.00	00194102
			4,428.00	00194551
FUTURE SHREDDING INC	V6414221	5610	327.00	00194518
G M BUSINESS INTERIORS	V6412498	4320	1,527.10	00195105
GALLAGHER & ASSOCIATES INC	V6414303	5810	5,000.00	00194103
GANAHL LUMBER CO	V6401804	4310	313.61	00194646
			271.77	00195106
		4347	30,636.77	00194364
		4355	561.42	00194144
			110.89	00194364
			191.45	00194519
			832.70	00194698
			1,046.23	00194880
			67.31	00194943
			463.01	00195021
			76.79	00195163
GARCIA, TANYA	V6414860	5210	312.99	00194453
GAS COMPANY, THE	V6404372	5510	8,515.87	00194417
			88,248.92	00194647
		6222	13.00	00194647
GIAKOUMIS, SABINA	V6409517	4310	1,689.16	00194454
GIBSON, WILLIAM	V6414649	5220	94.47	00194648
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	606.58	00194418
			213.35	00194730
			163.31	00195062
			776.27	00195107
			1,147.42	00195164
		4410	4,842.50	00195107
			2,887.71	00195164
		9320	17,929.60	00194649

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
GLASBY MAINTENANCE SUPPLY CO. (CONT.)	V6401863	9320	90.51	00194881
			3,706.60	00195062
GLENN, JERRY	V6402322	3701	1,048.20	00194766
GOLDEN STATE PAVING CO INC	V6408228	6170	14,993.00	00194828
GOLDEN STATE WATER COMPANY	V6408018	5530	43.26	00194145
			4,291.44	00194146
			9,777.12	00194829
			43.26	00194830
			1,979.26	00194831
			3,507.03	00194882
			3,378.95	00194883
			56.35	00194884
			39.27	00194885
			1,606.50	00194886
GOLDSMITH, HELEN	V6412002	5210	76.08	00194699
GOLDSTEIN, JENNIFER	V6415292	5805	2,100.00	00194274
GONZALEZ, LAURA	V6410576	5220	109.40	00194147
GOPHER PATROL	V6414488	5610	300.00	00194365
			300.00	00194650
			300.00	00194944
GOPHER SPORTS EQUIPMENT	V6401902	4310	3,108.22	00194233
			12,438.78	00194651
			4,772.71	00194731
			8,041.42	00195165
		4410	2,083.17	00194651
GRAINGER	V6404982	4347	2,173.88	00194520
			677.50	00195022
		4355	989.56	00194234
			1,353.67	00194366
			134.30	00194419
			843.72	00194455
			201.45	00194520
			146.94	00194552
			851.70	00194700
			331.23	00194767
			33.73	00194945
			1,753.79	00195063
			1,514.75	00195108
			338.71	00195166
		4410	577.52	00194366
			1,514.00	00194419
GRAPHIC DESIGN MARKING SYSTEM	V6407257	4320	1,025.52	00195023
GRAVES, STEVE	V6406792	5210	1,035.93	00194553
GRAYBAR ELECTRIC COMPANY	V6401918	4355	112.50	00195167
GREAT SCOTT TREE SERVICE INC	V6412538	5610	138,395.00	00194701
			5,065.00	00194887
			10,325.00	00195168
GREATER ANAHEIM SELPA	V6401927	5805	272,740.81	00194554
		8311	255,738.09	00194420
GROVE, KELLY A.	V6409563	5220	36.25	00194312
			56.41	00195109
GUERRERO, JESSICA	V6414783	5210	20.00	00194732

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
GUITAR CENTER STORES INC	V6401958	4310	525.82	00194313
			22.36	00195169
		4410	1,805.34	00195169
GUTIERREZ SAUCEDO, MIRNA	V6413774	5210	106.08	00194702
GUTIERREZ, CHRISTIE	V6414212	5210	789.93	00194104
H AND H AUTO PARTS WHOLESAL	V6401967	4376	102.58	00194275
HAAF, ERIK	V6406556	4310	573.42	00195024
HADASA'S D-SIGNS & T-SHIRTS	V6415219	4310	1,212.19	00194421
HARPST, KRISTIN	V6413313	4310	670.24	00194768
HAUGEN, CRAIG	V6401122	3701	915.90	00194769
HAWKINS ANIMAL TRAPPING AND REMOVAL	V6415528	5610	650.00	00195110
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	2,397.08	00194832
HERNANDEZ, CARLOS	V6400767	5210	137.54	00194456
HERNANDEZ, ERICA	V6415486	5210	43.01	00194946
HIGHTOWER, JAYETTE	V6414840	5880	124.20	00194367
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	475.18	00194703
			19.40	00195064
		5610	300.00	00195064
HOGANSON, JOHN	V6408126	4390	300.00	00194276
HOLLAR SPEECH & LANGUAGE SERVICES	V6414936	5850	2,600.00	00195170
HOME DEPOT CREDIT SERVICES	V6405234	4347	25.18	00194148
			101.46	00194457
			163.46	00194947
			6.18	00195171
		4355	396.12	00194148
			778.50	00194368
			431.96	00194422
			102.08	00194457
			399.09	00194521
			1,183.80	00194555
			7.40	00194652
			376.48	00194704
			122.61	00194733
			323.71	00194770
			120.04	00194833
			52.44	00194888
			1,383.11	00194947
			649.20	00195065
			1,226.58	00195171
		4410	63.08	00194148
HONOR'S HAVEN RETREAT	V6415490	5210	695.00	00194194
HOUSTON, AMBER	V6413063	4310	430.80	00194314
HOWARD INDUSTRIES	V6402088	4355	42.09	00194149
			900.23	00195172
HOWIES ATHLETIC TAPE	V6413284	4320	548.73	00194235
HUERTA, CATHY	V6415500	5210	76.00	00194315
HUISMAN, MATTHEW	V6408438	5210	899.76	00194105
			1,469.39	00194653
		5220	82.07	00194889
IBARRA, STEPHANIE	V6415092	4310	95.88	00194458
ICS SERVICE CO.	V6406452	5610	1,700.00	00194556
IDIO, KIMBERLY	V6413893	5210	65.32	00194522
ILLUMINATION INSTITUTE	V6412987	5805	14,000.00	00194890

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
IMAGE APPAREL FOR BUSINESS	V6402628	4320	201.87	00194654
		4345	265.07	00194369
			1,018.82	00194459
			520.59	00194557
			21.55	00194834
			125.22	00194891
		5610	102.22	00194369
			83.94	00194523
			190.68	00194891
		IML SECURITY SUPPLY	V6414527	4355
INDEPENDENT	V6413456	6252	920.00	00194771
INDIVIDUAL FOODSERVICE	V6415202	9320	3,339.17	00194370
INSIGHT PUBLIC SECTOR INC	V6413521	4310	1,308.09	00195025
INSPIRED RESOLUTIONS LICENSED CLINICAL SOC	V6413887	5805	1,500.00	00194371
J AND B MATERIALS	V6400875	4355	4,644.46	00194195
J E HALLIDAY SALES INC	V6413014	4320	2,434.08	00194277
			117.00	00194772
J.W. PEPPER AND SON INC.	V6402214	4310	161.32	00194278
			215.50	00194316
			383.42	00194655
			287.50	00194773
			564.46	00194835
			100.20	00194948
JACKSONS A S BREA F M P	V6406346	4347	115.85	00194150
			770.83	00194460
			88.70	00194524
			238.95	00194559
			306.09	00194774
JACOBS, LAURA	V6412203	5220	40.20	00194949
JFK TRANSPORTATION CO INC	V6413170	5620	2,627.75	00194950
JHM SUPPLY INC.	V6411647	4347	1,875.15	00194372
			136.24	00194525
			360.60	00194560
			154.63	00194734
			49.13	00194836
			1,448.75	00194892
			1,041.54	00194951
	881.99	00195066		
	45.66	00195173		
JM AND J CONTRACTORS	V6410460	5610	1,200.00	00194656
JOHNSTONE SUPPLY	V6402415	4355	397.05	00194461
			1,087.24	00195067
JUAREZ, VERENISE	V6415501	5210	105.00	00194317
JUDGE, JUANITA	V6413573	5220	8.04	00194952
JUSTICE TESTING	V6413455	5610	150.00	00194462
KAHOOT! AS	V6414026	5880	144.00	00194236
KAIROS TOOLING	V6413655	4355	378.40	00194775
KATELLA HIGH SCHOOL	V6402515	8699	811.85	00194151
			624.93	00194602
			943.77	00195068
KAZEROONI, BIJAN	V6412044	5210	18.00	00195111
KELLY SPICERS INC	V6404405	4320	952.77	00194279
			5,309.11	00194776

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
KENNEDY HIGH SCHOOL	V6402571	5810	11,653.00	00194777
		8699	288.65	00194152
			167.75	00194603
			330.34	00195069
KEYGENT LLC	V6414871	5810	1,500.00	00194280
KLIEM, ERIN	V6415210	5220	27.13	00194318
			23.78	00195026
			63.65	00194561
KNEPP, AMANDA	V6413870	5220	63.65	00194561
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	3,151.80	00195112
KONA CLEANERS	V6415220	5560	264.20	00194281
KRIDNER, MICHAEL	V6414931	5210	100.00	00194319
LA CURAN, ANJEANETTE	V6414774	5220	82.87	00194562
LABELL EXCHANGE	V6412680	5918	801.17	00194705
LAGUNA CLAY CO.	V6402645	4310	1,521.54	00194735
LANGUAGE NETWORK INC	V6409301	5810	6,456.50	00194282
			2,357.71	00194526
			772.50	00194778
LARNER, JOHN	V6402395	3702	772.50	00194778
LE TODD, HANG	V6407602	5210	60.00	00195113
LEE, GRACE	V6412783	4310	1,344.54	00194463
		4390	1,749.11	00194463
			17,127.66	00195070
LEONIDA BUILDERS INC	V6414952	6221	17,127.66	00195070
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	8699	101.10	00194153
			152.05	00194604
			170.99	00195071
			470.57	00194563
LINDE GAS & EQUIPMENT INC	V6403719	4355	470.57	00194563
LITTLE LIBROS	V6415427	4210	915.33	00194953
LIZARRAGA MIRALDA, RAQUEL	V6413314	5210	40.00	00194527
		5220	70.88	00194527
			1,390.00	00194373
LOADBALANCER.ORG INC.	V6412958	5610	1,390.00	00194373
LOARA ASB	V6402803	5810	1,448.00	00194320
		8699	204.48	00194154
			160.16	00194605
			282.63	00195072
LOGAN RIVER ACADEMY	V6409188	5860	10,360.28	00194736
LOPEZ, CYNTHIA D.	V6407771	5220	351.10	00194155
MACKIN LIBRARY MEDIA	V6402903	4210	706.87	00194464
			4,021.74	00194657
			7,479.86	00194893
			1,303.00	00194237
MAGNOLIA HIGH SCHOOL	V6402920	5810	1,303.00	00194237
		8699	39.98	00194156
			62.27	00194606
			107.13	00195073
MAGNOLIA URBAN AFRICAN DANCERS	V6415526	5805	600.00	00194779
MALDONADO, RICHARD	V6415109	5210	399.00	00194321
MANRIQUE, ROBYN	V6415209	5220	57.62	00194322
			56.95	00195027
			72.02	00194528
MARTINEZ, THANYA	V6415240	5220	72.02	00194528
MATSUDA, MICHAEL	V6403107	5210	59.94	00194106
MC FADDEN DALE HARDWARE CO	V6403056	4355	296.00	00194157
			290.55	00194283
			41.48	00194374
			323.86	00194423
			31.89	00194465
			122.50	00194529

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
MC FADDEN DALE HARDWARE CO (CONT.)	V6403056	4355	198.85	00194564
			64.87	00194658
			286.26	00194737
			170.93	00194837
			121.20	00194894
			233.27	00194954
			661.83	00195074
MC GRAW HILL EDUCATION INC.	V6411310	4210	682.97	00194284
MC KESSON MEDICAL SURGICAL INC.	V6403060	9320	217.87	00194285
MC LOGAN SUPPLY COMPANY	V6403049	4310	567.70	00194466
MC MASTER CARR SUPPLY COMPANY	V6403063	4310	192.11	00195075
MCCORMICK'S GROUP LLC	V6413417	4310	1,808.70	00194196
MCS SYSTEMS LLC	V6415385	4320	793.33	00194530
MEJIA, ROMAN	V6406982	4347	247.64	00194107
MENDOZA, MARICELA	V6415058	8699	199.00	00195028
MESA ENERGY SYSTEMS INC	V6415473	5610	7,595.00	00194659
MICHAELS STORES INC & SUBS	V6414285	4310	43.87	00194158
			328.90	00194467
			448.83	00194565
MIKE'S CUSTOM FLOORING INC	V6415260	5610	775.07	00194375
MIL-BAR PLASTICS	V6415485	4310	407.77	00194566
MILWAUKEE ELECTRIC TOOL CORP	V6403147	4355	21.33	00194895
MISSION LINEN SUPPLY	V6411115	4388	153.24	00194197
			312.36	00194286
			156.18	00194706
			156.18	00194955
			156.18	00195076
MOHAMED, MOHAMED	V6415531	5220	2.68	00195029
MONTGOMERY HARDWARE CO.	V6405624	4355	4,075.01	00194896
		4410	1,391.82	00194468
		5610	12,256.77	00194468
MORE PREPARED LLC	V6412204	4310	9,744.53	00194238
MORSCO INC	V6412910	4355	23.05	00194956
			71.34	00195077
MOUNTAIN VALLEY CHILD AND FAMILY	V6415055	5860	25,682.70	00194738
			63,989.80	00195030
MUNYOUNG SEO	V6414747	5880	4,931.50	00194323
MURILLO, MARIA	V6415498	5210	122.31	00194324
MUSIC AND ARTS CENTER	V6411397	4310	469.68	00194239
			69.12	00194325
		5610	160.78	00194531
NASCO	V6403253	4310	3,883.58	00194287
			887.00	00194532
			797.10	00195031
NATIS HOUSE	V6415253	5880	5,800.00	00194159
			17,400.00	00194424
			4,350.00	00194660
			2,030.00	00194739
			7,250.00	00194957
NAVARRO, MONICA	V6412545	5220	67.33	00194533
NCS PEARSON INC.	V6403319	5880	3,640.00	00194534
NEQUETTE, ANTHONY	V6415513	5210	800.86	00194535
NETSYNC NETWORK SOLUTIONS	V6415057	5880	646.96	00194838
NEW CHEF FASHION	V6415508	4310	200.75	00194536

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>		
NEWEGG BUSINESS INC	V6412716	4320	1,044.93	00194897		
NGUYEN, CHINH	V6412608	5210	60.70	00194240		
		5220	87.10	00194537		
		5210	1,390.34	00194108		
NGUYEN, PETE	V6408526	5210	1,390.34	00194108		
NICHOLS, BRITNEY	V6410804	4310	208.59	00194288		
NIEN, NANCY	V6414195	5210	844.05	00194780		
NIMCO	V6403365	4310	3,234.66	00195032		
			599.86	00195174		
		5805	2,734.95	00195114		
NORTH ORANGE COUNTY REGIONAL	V6403384	5805	2,734.95	00195114		
NORTH ORANGE COUNTY ROP	V6409740	5100	775,125.16	00194109		
			775,125.16	00195033		
		4310	195.00	00195175		
NSAV SOLUTIONS	V6411265	4320	568.57	00194661		
		4310	2,492.36	00194958		
NUTRIEN AG SOLUTIONS INC	V6414401	4310	2,492.36	00194958		
OAK GROVE INSTITUTE	V6403402	5860	20,728.00	00194741		
OCDE	V6403452	5210	500.00	00194290		
			987.00	00194662		
			300.00	00194898		
			658.00	00194960		
		7141	63,584.23	00194110		
			117,555.00	00194707		
			2,296.71	00194567		
OES OFFICE FURNITURE	V6414677	4310	2,296.71	00194567		
OFFICE DEPOT	V6403421	4410	3,432.91	00194567		
		4310	86.19	00194538		
			45.24	00194742		
			131.43	00195034		
		4320	228.74	00194326		
			226.03	00194470		
			344.33	00194538		
			72.58	00194781		
			110.71	00194899		
			986.41	00195034		
			134.63	00195079		
		OLIVE CREST ACADEMY	V6410765	5860	54,490.59	00194291
		ONE DAY SIGNS	V6405664	4310	242.44	00194961
4320	8,795.09			00194743		
4355	1,698.19			00194292		
	438.00			00194961		
5610	4,000.00			00194839		
	12,893.65			00194961		
5880	10,831.03			00194839		
OPTIMUM ENERGY DESIGN LLC	V6411411	5610	2,950.00	00195115		
		5810	21,105.00	00194241		
			21,105.00	00194782		
		6212	3,600.00	00194241		
			87,420.00	00194782		
	6269	2,925.00	00194782			
ORANGE COUNTY ATHLETIC DIRECTOR'S ASSOCI.	V6414335	5210	2,250.00	00194663		
ORANGE COUNTY FARM SUPPLY	V6403455	4347	197.96	00194471		
			43.04	00194539		
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	300.08	00194900		
			342.65	00195080		
		5610	329.74	00194472		

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
ORANGE COUNTY HEALTH CARE AGENCY	V6407003	5610	468.00	00194664
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	23,000.00	00194293
			9,530.00	00194665
ORANGE COUNTY ROPES COURSE	V6414630	5880	1,500.00	00194666
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	11.69	00194160
			44.21	00194607
			50.26	00195081
O'REILLY AUTO PARTS	V6411401	4370	287.18	00194289
			323.34	00194469
			1,008.20	00194740
			409.34	00194959
			500.01	00195078
		4375	84.64	00194469
			446.30	00194740
		4376	30.91	00194740
			9.19	00195078
		4385	423.67	00194469
			(705.61)	00194740
			41.35	00194959
			386.66	00195078
ORIENTAL TRADING COMPANY	V6403475	4310	45.12	00195036
			359.19	00195116
ORTIZ, JENNIFER	V6415031	5210	531.77	00195117
OXFORD ACADEMY	V6403485	5810	10,226.00	00194161
		8699	164.09	00194161
			213.27	00194608
			230.50	00195082
PACIFIC COAST ENTERTAINMENT	V6406002	4410	14,627.12	00194708
PALMER, DONALD	V6405811	5220	24.12	00194327
			32.16	00195083
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	8,941.61	00194111
			20,295.00	00194328
			4,468.50	00195084
PARENT INSTITUTE	V6403537	4310	2,945.00	00194783
PARGA, VINCENT ANDREW	V6415532	5220	35.85	00194901
PARK, ESTHER	V6411350	5220	93.13	00194473
PARK, JULIA	V6414759	5220	43.28	00194329
PARK, RUTH	V6415130	5220	24.12	00194568
			28.01	00194962
PARKER AND COVERT LLP	V6403544	5821	346.00	00195176
PARKHOUSE TIRE INC.	V6403547	4386	1,769.46	00194242
			2,176.28	00194667
PASCUAL MOLINA, YINNY	V6413764	5220	11.19	00194376
PATINO, REUBEN	V6403910	5220	179.23	00194474
PATTERSON, COLLEEN R.	V6412733	5810	1,393.75	00194425
PAVASARS, JOHN	V6408437	5220	212.23	00194112
			250.92	00194569
PCE SOLUTIONS	V6413319	5210	2,396.00	00194475
PEGLEG ENTERTAINMENT, A CALIFORNIA CORPO	V6415479	5620	1,400.00	00194476
PENALOZA, FERNANDO	V6414565	5210	762.23	00195037
PENG, SHAINA	V6415505	5210	112.16	00194377

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
PENNER PARTITIONS INC	V6403625	4355	580.77	00194378
			193.95	00194426
			381.44	00194668
			19.40	00194784
			129.30	00194963
PEREZ, KENNY	V6413092	5210	60.00	00195038
PERRUZZI, ANA	V6413667	5210	80.00	00194477
		5220	53.73	00194477
		5220	52.93	00194785
PERRUZZI, CHRISTIAN	V6415243	5220	52.93	00194785
PERSEUS ASSOCIATES TRANSTRAKS	V6412414	5610	13,315.00	00194243
PHAM, RICK	V6406082	5220	94.03	00195039
PHANTOM PROJECTS	V6406776	5880	430.00	00194786
PICKLEBALL CENTRAL	V6414463	4310	827.37	00194840
PINNACLE PETROLEUM INC.	V6412426	4381	(577.87)	00194198
		4382	33,157.45	00194198
		3601	398,516.38	00194113
PIPS	V6407384	3601	398,516.38	00194964
		3602	132,838.79	00194113
		3602	132,838.79	00194964
PITSCO INC.	V6403679	4310	372.48	00194709
PLACENTIA YORBA LINDA USD	V6403683	8699	26,393.71	00195040
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	61.61	00194427
		4410	1,170.60	00194902
POOL HEATER GUYS CORPORATION, THE	V6415478	4355	855.00	00194428
		V6411694	4390	250.22
POOLEY, MICHAEL	V6411694	4390	224.45	00194995
PORTVIEW PREPARATORY INC.	V6411850	5860	16,996.60	00194744
PRESENTATION FOLDER INC	V6403738	5810	1,639.69	00194244
		5810	878.16	00194787
PRO SOUND AND STAGE LIGHTING	V6403760	4310	1,982.60	00194429
PROCARE THERAPY	V6414410	5810	11,016.00	00194114
		5810	2,268.00	00194330
PROFESSIONAL GLASS	V6413762	4355	282.16	00194669
QUALIFIED EQUIPMENT SERVICE	V6415412	5610	1,600.00	00194841
QUALITY ENVIRONMENTAL INC	V6412341	5610	4,625.00	00194162
QUILL CORP.	V6403807	4310	105.31	00194163
		4310	133.83	00194331
		4310	4,163.46	00194379
RA AUTOMOTIVE SOFTWARE SOLUTION INC	V6415280	4376	53.64	00194965
		4376	53.64	00194996
		4376	248.00	00194294
RAMIREZ, MARIA T.	V6412066	5880	1,529.00	00194294
		5220	95.81	00194478
REAL INSPIRATION INC.	V6412594	5880	3,900.00	00195118
REFRIGERATION SUPPLIES DIST.	V6403873	4355	1,218.32	00194164
			480.07	00194200
			5,164.05	00194380
			2,164.20	00194479
			337.20	00194570
			891.97	00194609
			1,070.16	00194788
			222.43	00194903
			1,664.99	00194966
606.94	00194997			

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
REFRIGERATION SUPPLIES DIST. (CONT.)	V6403873	4355	681.75	00195177
		4410	1,537.59	00194903
REGENTS UCLA	V6415483	5210	20,016.00	00194967
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6,129.13	00194571
REV ROBOTICS LLC	V6415248	4310	497.54	00195041
REVEILLE INC	V6414874	5880	10,830.00	00194115
			8,027.50	00194572
REVOLVING CASH FUND	V6405190	4210	50.32	00195085
		4310	225.00	00195085
		4320	374.48	00195085
		4347	55.94	00195085
		4390	1,004.52	00194245
			215.53	00195085
		5880	21,589.27	00194245
		8699	465.00	00194245
			334.68	00195085
RIDDELL ALL AMERICAN	V6403939	5630	10,065.30	00194968
RILES, QUINTON	V6414719	5210	903.80	00194480
RIVERSIDE CITY COLLEGE	V6415504	5210	200.00	00194670
RIVERSIDE INSIGHTS	V6413468	4310	674.04	00194116
			674.04	00194610
			1,348.10	00194842
			1,011.08	00194998
ROCHIN, RICHARD	V6415494	5210	105.00	00194117
			1,253.17	00195119
ROCKLER WOODWORKING AND HARDWARE	V6403987	4310	161.61	00194843
		4410	780.12	00194843
RODRIGUEZ, ANDREA	V6414660	5220	21.51	00194969
RODRIGUEZ, LAURA	V6414135	5210	60.00	00194481
RODRIGUEZ, MARITZA	V6415007	5220	101.04	00194611
RODRIGUEZ, YVONNE	V6405150	5220	319.20	00194573
ROGUE FITNESS	V6412312	4410	12,797.44	00194970
ROSETTA STONE LLC.	V6409723	5880	31,595.00	00194295
			8,983.80	00194482
ROZENBERG, ABBY M.	V6412546	5850	2,150.00	00194844
RUHNAU CLARKE ARCHITECTS	V6412249	5810	3,000.00	00194789
		6212	575.00	00194789
RUSSELL, JEFFREY	V6407882	5220	132.33	00194574
RWC INTERNATIONAL LTD	V6414635	4370	102.27	00194671
		4376	812.27	00194246
			266.84	00194671
			393.03	00195042
		4385	175.46	00194483
			9.20	00194671
			1,215.20	00194971
			24.08	00195042
		4387	1,637.80	00194971
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	114.22	00194201
			387.90	00194612
			520.43	00194790
			977.18	00194972
			412.14	00195120
SAGE PUBLICATIONS	V6406222	4210	3,118.18	00194381
SALDIVAR, NATALIE	V6412045	5210	332.08	00194382

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
SALDIVAR, ROBERT	V6407767	5210	40.00	00194745
SANCHEZ, JAIME	V6413098	5210	399.00	00194332
SAVANNA HIGH SCHOOL	V6404130	5810	14,331.00	00194999
		8699	114.51	00194165
			119.75	00194613
			157.94	00195086
			471.88	00194247
SCHOOL HEALTH CORPORATION	V6404160	4320		
SCHOOL NURSE SUPPLY INC	V6404166	4320	83.53	00194904
SCHOOL OUTFITTERS	V6408379	4410	1,619.62	00194202
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5210	2,600.00	00194430
SCHOOL SPECIALTY INC	V6404173	4310	2,039.16	00194614
		4410	851.39	00194672
		9320	192.01	00194905
			205.07	00195087
SCOTT EQUIPMENT INC	V6414353	5610	2,961.85	00194166
		6490	6,763.95	00194166
SCP DISTRIBUTORS LLC	V6411554	4355	3,114.41	00194167
			1,431.43	00195088
SCREENFLEX PORTABLE PARTITIONS INC	V6413263	4410	1,942.33	00194575
SCSBOA	V6406007	5880	400.00	00194431
SEHI COMPUTER PRODUCTS INC	V6404221	4310	1,852.99	00194168
			377.20	00194615
			2,086.04	00195121
			34.48	00195178
		4320	71.12	00194248
			433.81	00194906
			524.75	00195089
		4410	100,296.89	00194432
			4,272.62	00195178
			75.00	00194615
	9,750.00	00194248		
	1,950.00	00194383		
SEMA LLC	V6414512	4310	6,243.94	00194484
			5,222.20	00195179
		4320	5,140.10	00194484
		5,603.01	00195179	
SEND CUT SEND INC	V6415323	4310	488.09	00195122
SENG, SOTHEARA	V6414712	5220	5.90	00194845
SHAMROCK SUPPLY CO.	V6409920	9320	118.31	00195000
SHEHADEH, AHMAD	V6413644	4310	205.44	00195001
SHELTON, MIKE	V6403136	3701	1,545.00	00194791
SHERWIN WILLIAMS CO., THE	V6410919	4355	74.93	00194384
SIGLER INC., RUSSELL	V6410420	4355	106.56	00194385
			76.30	00194792
SIGN MART PLASTICS PLUS	V6412529	4320	282.76	00194249
		5810	284.08	00194249
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	471.70	00194203
			53.96	00194907
SMARTSIGN	V6411431	4320	6,117.83	00194333
SMITH, MALINDA	V6415320	5220	85.76	00194576
SOBERANIS, CECILIA	V6408475	5210	338.24	00194710
		5220	79.06	00194577

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>		
SOCALGRAD	V6411708	4310	895.02	00194118		
		4320	3,017.57	00194118		
			1,674.02	00194169		
			167.40	00194250		
			4,436.15	00194296		
			3,389.89	00194334		
		6,696.08	00194485			
		5,859.07	00194616			
SOLARWINDS INC.	V6409947	5610	573.00	00194119		
SOLIS GROUP, THE	V6412965	5810	2,753.00	00194793		
SOLORZANO, RAQUEL	V6408953	5210	132.90	00194673		
SOSA, KANDYCE	V6413144	5220	60.43	00194120		
			86.30	00194578		
SOUTH JHS ASB	V6405227	5810	1,335.00	00195180		
		8699	14.75	00194617		
			25.95	00195090		
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	109,470.16	00194711		
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	91.50	00194433		
			259.31	00194674		
		4320	744.97	00194204		
			613.59	00194386		
			264.86	00194433		
			1,535.12	00194579		
			817.55	00194746		
			177.13	00194794		
			9320	989.66	00194674	
			4410	993.26	00194618	
SPECTRUM SECURITY GROUP	V6414509	4410	993.26	00194618		
SPHERO INC	V6414857	4310	3,278.87	00194712		
SPORTING GOOD, THE	V6410941	4310	1,724.00	00194387		
STAPLES ADVANTAGE	V6410116	4310	613.40	00194335		
			121.01	00194675		
			21.10	00195002		
			247.26	00195123		
		4320	88.74	00194335		
			590.64	00194675		
			1,427.67	00195123		
			9320	587.78	00195123	
		STATE OF CALIFORNIA	V6404447	5610	700.00	00194619
					350.00	00194795
STATE UNIVERSITY OF IOWA	V6414333	5880	149.00	00194580		
STEINLE, CHARLES	V6410113	3701	1,048.20	00194796		
STEVE WEISS MUSIC	V6410268	4410	1,083.22	00194676		
			1,613.02	00195003		
STEVENSON, ANNA	V6408980	4310	198.80	00194677		
STORM WATER INSPECTION	V6412799	5610	13,683.00	00194121		
SUNBELT RENTALS INC.	V6405959	5620	3,777.63	00194713		
SUPERIOR TEXT	V6412726	4210	19,286.34	00194297		
			2,360.37	00194714		
SUPPLYMASTER	V6404538	4310	376.69	00194122		
			1,170.17	00194846		
SWEETWATER	V6409201	4310	444.99	00194170		
			771.04	00194715		
			161.61	00194847		
		4410	1,378.12	00194170		

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
SWITZER, MICHAEL	V6411497	5220	90.92	00194716
SYCAMORE JR HIGH ASB	V6404569	5810	1,395.00	00194205
T MOBILE	V6410424	4320	29.40	00194389
			29.40	00195125
		5918	14,526.70	00194388
			1,234.80	00194389
			14,661.92	00195124
			1,234.80	00195125
TALK TECHNOLOGIES INC	V6415318	4310	279.07	00194747
TAO ROSSINI A PROFESSIONAL	V6414113	5821	722.50	00194797
TEACHFX INC	V6413248	5805	75,000.00	00194251
TEAM ATHLETICS	V6409439	4310	4,163.46	00194798
TEAMCIVX LLC	V6415121	5810	6,500.00	00194434
TELESTREAM LLC	V6413195	5880	238.00	00194973
TENORIO, ERIC	V6414842	4320	79.72	00194799
TERKI HASSAINE, FRANCES	V6413511	4390	679.43	00194908
TERRE HRADNANSKY AND	V6415227	5880	5,775.07	00194336
			2,001.11	00195126
THE UPWARD BOUND SCHOOL INC.	V6415298	5860	7,038.00	00194337
			7,038.00	00194678
			3,830.00	00194748
			1,424.00	00194974
THOMASSON, MELANIE	V6410437	5220	57.62	00194975
THOMPSON BUILDING MATERIALS	V6404717	4347	286.72	00194976
THOMSON REUTERS WEST	V6407958	5880	161.00	00194390
TIEGUYS.COM	V6414360	4310	897.00	00194123
TILLY'S LIFE CENTER	V6414765	5880	15,000.00	00194338
TORK WINCH	V6414341	4355	893.57	00194848
TORO AIRE INC	V6408584	4355	65.73	00194486
TORRES, OLGA	V6415509	5210	332.08	00194487
TRAN, THAO	V6412446	5220	69.01	00194206
			59.93	00194252
TRILLIUM USA COMPANY LLC	V6414462	4383	1,953.27	00194124
			1,886.92	00194298
			3,217.09	00194717
			2,364.50	00194749
			3,179.29	00194977
TRUCK PRO PTO SALES CORPORATION	V6403784	4376	259.87	00195043
		4385	419.14	00194253
			1,201.13	00194488
			146.88	00194978
		4387	493.55	00194253
TURF STAR INC	V6404805	4347	209.75	00194299
			1,157.84	00194435
		4410	1,223.54	00194299
TYLER DURMAN INC	V6404810	5810	5,000.00	00194207
U S BANK	V6406908	5880	2,825.00	00194620
U S BANK	V6406511	4310	10,935.95	00194540
		4320	16,331.52	00194540
		4390	9,118.07	00194540
		4700	128.22	00194540
		5210	7,311.48	00194540
		5880	2,506.36	00194540

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
U S POSTAL SERVICE	V6404814	5610	320.00	00194909
		5910	1,917.70	00194391
ULINE	V6406546	4320	436.50	00194254
		4347	1,541.22	00194849
		4410	997.08	00194436
		5610	104.59	00194979
		5620	2,717.58	00195127
ULTRASOUND AUDIO INC	V6411648	6490	97,817.34	00194392
UNION AUTO SERVICE CENTER	V6404840	4370	2,007.57	00194800
		5610	1,971.95	00194800
UNISAN LLC	V6415020	9320	16,932.92	00194621
UNITED RENTALS	V6404854	5620	1,474.02	00195004
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	392.21	00194850
		4410	2,367.92	00194850
VALLEY VISTA SERVICES INC	V6411966	5580	8,537.54	00194393
VAN WYE, SILVIA	V6412078	5220	26.00	00194394
VARITRONICS	V6415510	4310	367.31	00194910
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	53.94	00194489
VERTICAL TRANSPORT INC	V6413440	5610	1,280.00	00194125
			1,630.00	00194622
			3,533.00	00195128
			490.00	00195181
VEX ROBOTICS INC	V6410612	4310	776.06	00195182
VILDOSOLA, PATRICIA	V6413267	5220	105.86	00194623
VILLALUZ, MAHOGANY	V6414893	5220	27.81	00194490
VISION COMMUNICATIONS CO.	V6404955	4320	527.98	00194718
		5610	63.58	00194718
			188.58	00195005
VISTA PAINT CORPORATION	V6404961	4355	778.92	00194395
			355.90	00194911
			1,149.23	00195183
W STRATEGIES LLC	V6414038	5805	5,000.00	00194339
			5,000.00	00195129
WAGER, DOUG	V6401420	5210	768.97	00195130
WALKER JR HIGH SCHOOL	V6404990	8699	117.10	00194171
			115.17	00194624
			125.00	00195091
WALTERS WHOLESALE ELECTRIC CO	V6409053	2235	467.56	00195006
			1,478.21	00195184
		4355	295.24	00194208
			122.66	00194491
			203.70	00194719
			244.87	00194912
			897.11	00194980
			175.95	00195184
WARD'S NATURAL SCIENCE EST	V6404999	4310	35.39	00194209
			174.45	00195007
WATERLINE TECHNOLOGIES INC.	V6403700	4355	562.46	00194126
			3,475.93	00194437
			7,723.16	00194679
			4,012.10	00195092
			1,030.63	00195185
		4410	2,635.73	00195131
		5610	610.00	00194679

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
WATERLINE TECHNOLOGIES INC. (CONT.)	V6403700	4355	410.00	00195131
WAXIE SANITARY SUPPLY	V6405008	4347	613.36	00194581
		9320	10,620.94	00194438
WEINRAUB, ERIKA	V6414375	5220	92.33	00194492
			63.11	00194625
WENGER CORP	V6405024	4355	8,484.60	00194720
		4410	12,382.59	00194626
			18,667.08	00194720
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	6,795.19	00194172
WESTCOAST PRODUCTS & DESIGN LLC	V6415247	4310	1,999.52	00194127
WESTERN HIGH SCHOOL ASB	V6405044	5810	18,717.00	00194627
		8699	457.77	00194173
			445.49	00194627
			519.99	00195093
WESTERN PROPANE SERVICES INC	V6414407	4383	80.20	00194340
WESTRUX INTERNATIONAL INC	V6405053	4376	80.20	00194255
WILMOTH, SCOTT	V6407251	5210	653.60	00195132
WILSON, NATHANAEL	V6415493	5210	1,572.96	00194493
WINZER	V6412060	4375	520.59	00194256
			449.97	00194981
YENNIS PARTY RENTALS INC.	V6413218	5620	290.88	00194210
YOUTH CARE OF UTAH INC	V6414051	5860	19,100.00	00194680
ZELAYA, KEVIN	V6415506	5210	112.16	00194396
GENERAL FUND (0101)			10,595,227.19	
CRISP IMAGING	V6408990	6241	430.11	00194257
DEFERRED MAINTENANCE (1414)			430.11	
ASPHALT FABRIC AND ENGINEERING INC	V6414727	6165	704,450.65	00194982
BECK'S CONSTRUCTION SERVICE	V6415291	6291	17,304.00	00194801
BYROM-DAVEY INC	V6414694	6270	710,063.23	00194300
			492,265.21	00194983
			919,756.66	00195133
CITIZENS BUSINESS BANK	V6415293	6270	176,453.13	00194211
			30,307.55	00194802
CONSTRUCT 1 ONE CORP	V6415278	6270	348,094.75	00194803
CRISP IMAGING	V6408990	6241	5,871.20	00194258
DIVISION OF THE STATE ARCHITECT	V6411414	6210	29,606.08	00194804
DLR GROUP INC	V6414501	6212	2,206.89	00194805
ENCORP	V6409154	6250	34,762.25	00194806
			1,690.00	00195134
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	2,087,051.53	00194128
			1,099,318.40	00194807
GREAT SCOTT TREE SERVICE INC	V6412538	6274	2,995.00	00195135
HCI SYSTEMS INC	V6413251	6276	315.00	00195136
JOHNSON FAVARO	V6412904	6212	12,114.05	00194808
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	30,879.40	00195137
NEFF CONSTRUCTION INC	V6415256	6270	575,843.40	00194809
RUHNAU CLARKE ARCHITECTS	V6412249	6212	58,088.75	00194810
SGH ARCHITECTS	V6414521	6212	14,602.68	00194811
THE NAZERIAN GROUP	V6413902	6165	507,508.96	00194129
		6270	264,876.00	00194129

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
VITAL INSPECTION SERVICES INC	V6412251	6291	24,255.00	00195138
WESTGROUP DESIGNS	V6409776	6212	6,940.20	00194812
GOB ELECTION SERIES 2019 FUND (2127)			8,157,619.97	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	2,163.00	00194813
CONTAINER ALLIANCE	V6412976	6274	104.76	00194814
DLR GROUP INC	V6414501	6212	7,426.25	00194815
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	309,971.70	00194816
JM AND J CONTRACTORS	V6410460	6221	194,928.60	00194130
			269,515.00	00195139
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	3,708.00	00195140
MIKE'S CUSTOM FLOORING INC	V6415260	6274	41,469.94	00195141
OES OFFICE FURNITURE	V6414677	4310	52,796.29	00195094
		4410	10,679.23	00195094
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	5821	357.50	00194174
			162.50	00194817
PUBLIC ECONOMICS INC	V6403787	5810	27.40	00195044
SCHOOL FACILITY CONSULTANTS	V6404158	5810	206.25	00194259
WESTGROUP DESIGNS	V6409776	6212	11,288.00	00194818
CAPITAL FACILITIES FUND (2525)			904,804.42	
BECK'S CONSTRUCTION SERVICE	V6415291	6291	618.00	00194819
GIANNELLI ELECTRIC INC.	V6401857	6270	4,994.00	00194820
RACHLIN PARTNERS	V6414596	6212	4,155.00	00195142
VITAL INSPECTION SERVICES INC	V6412251	6291	12,075.00	00195143
CAPITAL FACILITIES RDA FUND			21,842.00	
ASPHALT FABRIC AND ENGINEERING INC	V6414727	6270	586,408.46	00194131
			489,808.79	00194984
CRISP IMAGING	V6408990	6241	900.93	00194260
RACHLIN PARTNERS	V6414596	6212	22,056.23	00194985
VITAL INSPECTION SERVICES INC	V6412251	6291	7,560.00	00195144
SPECIAL RESERVE (4040)			1,106,734.41	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	11,627.85	00194261
			11,654.07	00195045
AUHSD	V6400400	5891	532,850.56	00194132
			786,408.32	00194341
			769,769.63	00194541
			1,142,812.96	00194821
			824,747.60	00194986
		5895	192,333.78	00194132
			185,768.53	00194341
			236,757.55	00194541
			306,422.12	00194821
			206,744.75	00194986
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	223,427.00	00194439
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16,955.53	00194175
			17,262.33	00195046

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>TOTAL AMT</u>	<u>CK #</u>
EXPRESS SCRIPTS INC.	V6410974	5895	12,161.94	00194262
			114.37	00194440
			16,516.52	00194913
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11,250.00	00194851
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	19,671.93	00194301
LUMINARE HEALTH BENEFITS INC	V6415407	5812	469,794.75	00194176
			484,441.29	00195047
RETIREE FIRST LLC.	V6413748	5466	190,801.08	00194914
REVOLVING CASH FUND	V6405190	5499	173.44	00194263
VISION SERVICE PLAN	V6404956	5464	54,641.64	00194212
			55,197.52	00195048
HEALTH AND WELFARE FUND (7676)			6,780,307.06	
GRAND TOTAL ALL FUNDS			27,566,965.16	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Feb-24**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	431,643.40	370,867.31	1,000.00	57,063.03	428,930.34
Western	425,852.77	284,315.59	1,275.00	132,786.88	418,377.47
Magnolia	166,396.56	153,224.32	700.00	-	153,924.32
Savanna	120,945.27	110,781.81	500.00	221.39	111,503.20
Loara	289,037.82	245,382.46	800.00	38,087.12	284,269.58
Katella	432,730.39	335,015.09	2,100.00	-	337,115.09
Kennedy	450,952.53	406,459.90	1,300.00		407,759.90
Cypress	908,879.50	862,341.20	1,700.00		864,041.20
Brookhurst	23,398.29	24,577.93	180.00		24,757.93
Orangeview	16,283.80	15,789.69			15,789.69
Walker	67,648.39	66,040.13			66,040.13
Dale	58,769.30	56,785.19	200.00		56,985.19
Sycamore	24,875.43	25,676.12			25,676.12
Ball	17,029.73	16,123.14			16,123.14
South	72,333.19	69,447.33			69,447.33
Oxford	657,805.59	661,610.56	260.00		661,870.56
Lexington	87,973.69	90,177.75			90,177.75
Hope	68,660.62	69,394.28			69,394.28
Gilbert	41,085.27	40,977.27			40,977.27
Cambridge	7,076.96	7,087.77			7,087.77
Total	4,369,378.50	3,912,074.84	10,015.00	228,158.42	4,150,248.26

Anaheim Union High School District
Cafeteria Fund
Financial Statements
January 2024



Balance Sheet

Anaheim Union High School District

01/31/2024

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$14,479,800.43
9122	Change Fund	\$5,650.00
Total CASH		\$14,485,450.43
RECEIVABLE		
9210	A/R - Current	\$918,679.66
9280	A/R - State	\$1,856,831.58
9290	A/R - Federal	\$3,276,314.35
Total RECEIVABLE		\$6,051,825.59
INVENTORIES		
9321	Food	\$422,687.32
9323	Supplies	\$215,106.59
Total INVENTORIES		\$637,793.91
Total Asset		\$21,175,069.93
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$2,609,889.55
9580	Sales Tax Liability	\$1,290.03
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$158,005.13
Total LIABILITIES		\$2,769,184.71
Total Liability		\$2,769,184.71
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	\$2,799,332.90
9798	Fund Balance	\$10,908,297.05
Total FUND BALANCE		\$13,707,629.95
Total Fund Balance		\$13,707,629.95
Current Year Profit (Loss)		\$4,698,255.22
Total Liabilities and Fund Balance		\$21,175,069.88

Show all data



Statement of Revenue and Expense

Anaheim Union High School District

	Period 7 Ending in 01/31/2024				Period 7 Ending in 01/31/2023			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	\$43,438.23	1.51%	\$289,375.35	1.45%	\$39,152.43	1.34%	\$330,360.26	1.93%
A La Carte Sales								
8636	\$41.80	0.00%	\$450.32	0.00%	\$19.50	0.00%	\$178.70	0.00%
Adult Rev. - Breakfast								
8637	\$529.11	0.02%	\$4,541.46	0.02%	\$390.23	0.01%	\$4,208.34	0.02%
Adult Rev. - Lunch								
Local Revenue	\$44,009.14	1.53%	\$294,367.13	1.48%	\$39,562.16	1.36%	\$334,747.30	1.95%
Federal Reimbursements								
8200	\$350,580.16	12.18%	\$2,110,514.14	10.59%	\$281,481.31	9.65%	\$1,837,583.24	10.73%
Federal Meal Revenue-Breakfast								
8220	\$1,434,381.75	49.85%	\$8,752,187.65	43.93%	\$1,348,009.55	46.20%	\$8,726,367.13	50.93%
Federal Meal Revenue-Lunch								
8290	\$20,541.69	0.71%	\$1,489,492.36	7.48%	\$88,454.16	3.03%	\$500,274.36	2.92%
Misc Federal Revenue-Snack								
Federal Reimbursements	\$1,805,503.60	62.74%	\$12,352,194.15	62.00%	\$1,717,945.02	58.88%	\$11,064,224.73	64.58%
State Reimbursements								
8500	\$244,642.94	8.50%	\$1,472,737.64	7.39%	\$183,051.32	6.27%	\$1,189,026.87	6.94%
State Meal Revenue-Breakfast								
8520	\$779,208.93	27.08%	\$5,739,537.85	28.81%	\$648,998.58	22.24%	\$4,182,606.01	24.41%
State Meal Revenue-Lunch								
8590	\$0.00	0.00%	\$0.00	0.00%	\$274,166.05	9.40%	\$274,166.05	1.60%
Misc State Revenue								
State Reimbursements	\$1,023,851.87	35.58%	\$7,212,275.49	36.20%	\$1,106,215.95	37.92%	\$5,645,798.93	32.95%
Other Revenue								
8638	(\$11.81)	0.00%	(\$510.56)	0.00%	(\$28.69)	0.00%	(\$947.67)	-0.01%
Cash Over & Short								
8699	\$4,233.26	0.15%	\$65,107.57	0.33%	\$53,864.25	1.85%	\$89,310.76	0.52%
Spec Activity/Cater								
Other Revenue	\$4,221.45	0.15%	\$64,597.01	0.32%	\$53,835.56	1.85%	\$88,363.09	0.52%
Total Revenue	\$2,877,586.06	100.00%	\$19,923,433.78	100.00%	\$2,917,558.69	100.00%	\$17,133,134.05	100.00%
Expense								
Food Purchases & Govnmt								
4700	\$778,399.47	27.05%	\$5,012,969.87	25.16%	\$659,448.46	22.60%	\$4,827,820.12	28.18%
Food Purchases								
4701	\$113,774.36	3.95%	\$658,798.42	3.31%	\$0.00	0.00%	\$0.00	0.00%
Food Purchases - SFBP								
Food Purchases & Govnmt	\$892,173.83	31.00%	\$5,671,768.29	28.47%	\$659,448.46	22.60%	\$4,827,820.12	28.18%
Supplies								
4300	\$20,525.14	0.71%	\$154,730.45	0.78%	\$5,891.63	0.20%	\$190,435.68	1.11%
Materials & Supplies								
4400	\$27,663.69	0.96%	\$54,374.35	0.27%	\$5,330.67	0.18%	\$97,964.69	0.57%
Noncapitalized Equipment-Over \$500								
4790	\$112,125.91	3.90%	\$601,197.05	3.02%	\$72,642.36	2.49%	\$511,566.38	2.99%
Supplies (Food)								
Supplies	\$160,314.74	5.57%	\$810,301.85	4.07%	\$83,864.66	2.87%	\$799,966.75	4.67%
Salaries								
2200	\$840,663.85	29.21%	\$4,858,995.27	24.39%	\$787,966.34	27.01%	\$4,629,275.47	27.02%
Classified Salaries								



Statement of Revenue and Expense

Anaheim Union High School District

3/1/2024 1:36:06 PM

	Period 7 Ending in 01/31/2024				Period 7 Ending in 01/31/2023			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2300	\$40,496.17	1.41%	\$281,776.19	1.41%	\$37,093.25	1.27%	\$259,097.69	1.51%
Class.Sup/Admin Salaries								
2400	\$43,236.00	1.50%	\$287,821.54	1.44%	\$36,361.05	1.25%	\$263,707.65	1.54%
Clerical/Office Salaries								
Salaries	\$924,396.02	32.12%	\$5,428,593.00	27.25%	\$861,420.64	29.53%	\$5,152,080.81	30.07%
Benefits								
3202	\$197,907.93	6.88%	\$1,160,815.23	5.83%	\$172,871.10	5.93%	\$1,029,074.04	6.01%
PERS, Classified Position								
3302	\$70,077.47	2.44%	\$408,318.13	2.05%	\$64,679.90	2.22%	\$389,234.68	2.27%
OASD/MED/Classified Position								
3402	\$213,514.65	7.42%	\$1,392,119.49	6.99%	\$200,327.63	6.87%	\$1,313,203.53	7.66%
Hlth/Welfare, Classified								
3502	\$460.07	0.02%	\$2,690.86	0.01%	\$4,286.68	0.15%	\$25,788.92	0.15%
SUI, Classified Position								
3602	\$22,795.61	0.79%	\$133,988.14	0.67%	\$21,892.95	0.75%	\$131,780.78	0.77%
Workers Comp, Classified								
Benefits	\$504,755.73	17.54%	\$3,097,931.85	15.55%	\$464,058.26	15.91%	\$2,889,081.95	16.86%
Other Expenses								
5200	\$2,524.95	0.09%	\$15,169.69	0.08%	\$1,762.76	0.06%	\$10,431.92	0.06%
Travel & Conference								
5500	\$11,720.00	0.41%	\$84,926.21	0.43%	\$0.00	0.00%	\$104,783.12	0.61%
Operation & Housekeeping								
5600	\$13,017.21	0.45%	\$17,033.57	0.09%	\$11,849.27	0.41%	\$63,146.32	0.37%
Rental/Lease/Repair								
5800	\$0.00	0.00%	\$8,546.39	0.04%	\$1,125.00	0.04%	\$30,119.74	0.18%
Prof. Consult Service/Other Operating Exp								
5900	\$44.67	0.00%	\$189.80	0.00%	\$0.00	0.00%	\$40.59	0.00%
Fax, Pager, Postage								
7350	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$10,048.83	0.06%
Dir/Ind Supp. Intf								
Other Expenses	\$27,306.83	0.95%	\$125,865.66	0.63%	\$14,737.03	0.51%	\$218,570.52	1.28%
Capital Outlay								
6500	\$34,303.12	1.19%	\$90,717.91	0.46%	\$0.00	0.00%	\$35,204.08	0.21%
Equipment- Over \$5000								
Capital Outlay	\$34,303.12	1.19%	\$90,717.91	0.46%	\$0.00	0.00%	\$35,204.08	0.21%
Total Expense	\$2,543,250.27	88.38%	\$15,225,178.56	76.42%	\$2,083,529.05	71.41%	\$13,922,724.23	81.26%
Net Profit (Loss)	\$334,335.79	11.62%	\$4,698,255.22	23.58%	\$834,029.64	28.59%	\$3,210,409.82	18.74%

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division
2023-2024
Month 7

02/05/24 - 03/01/24

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th						
Anaheim	673	634	640	539	2,486	185	2,673			
Cypress	610	661	662	595	2,528	84	2,612			
Katella	573	581	562	567	2,283	158	2,441			
Kennedy	460	502	493	482	1,937	66	2,005			
Loara	358	364	354	327	1,403	106	1,509			
Magnolia	406	366	369	352	1,493	128	1,622			
Oxford	219	203	209	191	822	-	822			
Savanna	316	403	391	381	1,491	73	1,564			
Western	391	407	354	364	1,516	88	1,606			
Total Comprehensive	4,006	4,121	4,034	3,798	15,959	888	16,854			
Anaheim Independent Learning Center	-	3	21	125	149	1	150			
Cambridge Virtual Academy	24	34	21	19	98	-	98			
Cypress Satellite Independent Study	10	16	33	37	96	-	96			
Gilbert High School	-	4	125	266	395	1	554			
Katella Satellite Independent Study	15	18	32	23	88	-	88			
Kennedy Satellite Independent Study	8	23	30	28	89	-	89			
Nonpublic School	-	-	-	-	-	34	34			
Polaris High School	18	28	35	28	109	-	109			
Special Education Transition Program	-	-	-	-	-	167	167			
Western Independent Learning Center	-	9	46	87	142	-	142			
Total Alternative Ed	75	135	343	613	1,166	360	1,527			
Hope	-	-	-	-	-	12	230			
Total Senior High Schools	4,081	4,256	4,377	4,411	17,125	1,466	18,611			

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th						
Ball	391	384	775	-	58	833		
Brookhurst	342	377	719	-	50	769		
Dale	509	477	986	-	54	1,040		
Lexington	568	669	1,237	-	36	1,273		
Orangeview	320	257	577	-	67	644		
Oxford	230	228	458	-	-	458		
South	577	564	1,141	-	67	1,208		
Sycamore	611	550	1,161	2	79	1,242		
Walker	420	394	814	-	36	850		
Total Comprehensive	3,968	3,900	7,868	2	447	8,317		
Cambridge Virtual Academy	24	25	49	-	-	49		
Nonpublic School	-	-	-	-	16	16		
Polaris High School	9	37	46	-	2	48		
Total Alternative Ed	33	62	95	-	18	113		
Total Junior High Schools	4,001	3,962	7,963	2	465	8,430		
DISTRICT TOTAL							27,041	

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2023/2024 Monthly Enrollment Report

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 7**

HIGH SCHOOL	Month 6	Month 7	Growth v. (Decline)
Anaheim	2,677	2,673	(4)
Cypress	2,626	2,612	(14)
Katella	2,454	2,441	(13)
Kennedy	2,013	2,005	(8)
Loara	1,514	1,509	(5)
Magnolia	1,628	1,622	(6)
Oxford	823	822	(1)
Savanna	1,562	1,564	2
Western	1,605	1,606	1
Total Senior High	16,902	16,854	(48)

JUNIOR HIGH SCHOOL	Month 6	Month 7	Growth v. (Decline)
Ball	835	833	(2)
Brookhurst	773	769	(4)
Dale	1,039	1,040	1
Lexington	1,279	1,273	(6)
Orangeview	647	644	(3)
Oxford	458	458	-
South	1,208	1,208	-
Sycamore	1,244	1,242	(2)
Walker	847	850	3
Total Junior High	8,330	8,317	(13)

Total Comprehensive Schools	25,232	25,171	(61)
------------------------------------	---------------	---------------	-------------

Alternative Education	Month 6	Month 7	Growth v. (Decline)
Anaheim Independent Learning Center	146	150	4
Cambridge Virtual Academy	140	147	7
Cypress Satellite Independent Study	101	96	(5)
Gilbert High School	587	554	(33)
Hope School	230	230	-
Katella Satellite Independent Study	82	88	6
Kennedy Satellite Independent Study	86	89	3
Nonpublic School	50	50	-
Polaris High School	145	157	12
Special Education Transition Program	118	167	49
Western Independent Learn Center	139	142	3
Total Alternative Ed.	1,824	1,870	46

District Total	27,056	27,041	(15)
-----------------------	---------------	---------------	-------------

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2023/2024 Monthly Enrollment Report

**GROWTH vs. DECLINE - YEAR to YEAR COMPARISON
Month 7**

HIGH SCHOOL	2022/23	2023/24	Growth v. (Decline)
Anaheim	2,755	2,673	(82)
Cypress	2,868	2,612	(256)
Katella	2,700	2,441	(259)
Kennedy	2,188	2,005	(183)
Loara	1,856	1,509	(347)
Magnolia	1,637	1,622	(15)
Oxford	808	822	14
Savanna	1,708	1,564	(144)
Western	1,661	1,606	(55)
Total Senior High	18,181	16,854	(1,327)

JUNIOR HIGH SCHOOL	2022/23	2023/24	Growth v. (Decline)
Ball	870	833	(37)
Brookhurst	978	769	(209)
Dale	1,011	1,040	29
Lexington	1,216	1,273	57
Orangeview	856	644	(212)
Oxford	469	458	(11)
South	1,422	1,208	(214)
Sycamore	1,332	1,242	(90)
Walker	999	850	(149)
Total Junior High	9,153	8,317	(836)

Total Comprehensive Schools	27,334	25,171	(2,163)
------------------------------------	---------------	---------------	----------------

Alternative Education	2022/23	2023/24	Growth v. (Decline)
Anaheim Independent Learning Center	143	150	7
Cambridge Virtual Academy	217	147	(70)
Cypress Satellite Independent Study	-	96	96
Gilbert High School	586	554	(32)
Hope School	235	230	(5)
Katella Satellite Independent Study	62	88	26
Kennedy Satellite Independent Study	111	89	(22)
Nonpublic School	36	50	14
Polaris High School	95	157	62
Special Education Transition Program	171	167	(4)
Western Independent Learning Center	96	142	46
Total Alternative Ed.	1,752	1,870	118

District Total	29,086	27,041	(2,045)
-----------------------	---------------	---------------	----------------

ANAHEIM UNION HIGH SCHOOL DISTRICT
 Business Division
2023/24 Monthly Enrollment Report
 Month 8
 03/06/23 - 03/24/23

SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	11th					
Anaheim	668	636	641	537	2,482		2	185	2,669	
Cypress	609	659	659	595	2,522		-	85	2,607	
Katella	570	579	561	559	2,269		-	159	2,428	
Kennedy	458	499	494	482	1,933		2	67	2,002	
Loara	357	362	353	326	1,398		-	106	1,504	
Magnolia	406	366	371	351	1,494		1	127	1,622	
Oxford	219	201	210	191	821		-	-	821	
Savanna	317	401	393	382	1,493		-	73	1,566	
Western	387	406	357	362	1,512		1	86	1,599	
Total Comprehensive	3,991	4,109	4,039	3,785	15,924		6	888	16,818	
Anaheim Independent Learning Center	-	3	21	125	149		-	1	150	
Cambridge Virtual Academy	25	34	23	20	102		-	-	102	
Cypress Satellite Independent Study	12	18	35	35	100		-	-	100	
Gilbert High School	-	5	128	282	415		1	158	574	
Katella Satellite Independent Study	12	21	32	20	85		-	-	85	
Kennedy Satellite Independent Study	11	24	32	26	93		-	-	93	
Nonpublic School	-	-	-	-	-		-	37	37	
Polaris High School	19	28	36	26	109		-	-	109	
Special Education Transition Program	-	-	-	-	-		-	167	167	
Western Independent Learning Center	-	9	47	86	142		-	-	142	
Total Alternative Ed	79	142	354	620	1,195		1	25	1,559	
Hope	-	-	-	-	-		14	214	228	
Total Senior High Schools	4,070	4,251	4,393	4,405	17,119		21	1,127	18,605	
SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th	Subtotal		11th					
Ball	387	384	771	-	57		-	828		
Brookhurst	340	377	717	-	49		-	766		
Dale	512	481	993	-	54		-	1,047		
Lexington	568	670	1,238	-	35		-	1,273		
Orangeview	318	258	576	-	65		-	641		
Oxford	230	227	457	-	-		-	457		
South	578	566	1,144	-	65		-	1,209		
Sycamore	614	555	1,169	2	79		-	1,250		
Walker	422	397	819	-	36		-	855		
Total Comprehensive	3,969	3,915	7,884	2	440		440	8,326		
Cambridge Virtual Academy	24	25	49	-	-		-	49		
Nonpublic School	-	-	-	-	18		-	18		
Polaris High School	11	36	47	-	2		-	49		
Total Alternative Ed	35	61	96	-	20		20	116		
Total Junior High Schools	4,004	3,976	7,980	2	460		460	8,442		
							DISTRICT TOTAL		27,047	

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2023/2024 Monthly Enrollment Report

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON

Month 8

HIGH SCHOOL	Month 7	Month 8	Growth v. (Decline)
Anaheim	2,673	2,669	(4)
Cypress	2,612	2,607	(5)
Katella	2,441	2,428	(13)
Kennedy	2,005	2,002	(3)
Loara	1,509	1,504	(5)
Magnolia	1,622	1,622	-
Oxford	822	821	(1)
Savanna	1,564	1,566	2
Western	1,606	1,599	(7)
Total Senior High	16,854	16,818	(36)

JUNIOR HIGH SCHOOL	Month 7	Month 8	Growth v. (Decline)
Ball	833	828	(5)
Brookhurst	769	766	(3)
Dale	1,040	1,047	7
Lexington	1,273	1,273	-
Orangeview	644	641	(3)
Oxford	458	457	(1)
South	1,208	1,209	1
Sycamore	1,242	1,250	8
Walker	850	855	5
Total Junior High	8,317	8,326	9

Total Comprehensive Schools	25,171	25,144	(27)
------------------------------------	---------------	---------------	-------------

Alternative Education	Month 7	Month 8	Growth v. (Decline)
Anaheim Independent Learning Center	150	150	-
Cambridge Virtual Academy	147	151	4
Cypress Satellite Independent Study	96	100	4
Gilbert High School	554	574	20
Hope School	230	228	(2)
Katella Satellite Independent Study	88	85	(3)
Kennedy Satellite Independent Study	89	93	4
Nonpublic School	50	55	5
Polaris High School	157	158	1
Special Education Transition Program	167	167	-
Western Independent Learning Center	142	142	-
Total Alternative Ed.	1,870	1,903	33

District Total	27,041	27,047	6
-----------------------	---------------	---------------	----------

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2023/2024 Monthly Enrollment Report

GROWTH vs. DECLINE - YEAR to YEAR COMPARISON

Month 8

HIGH SCHOOL	2022/23	2023/24	Growth v. (Decline)
Anaheim	2,771	2,669	(102)
Cypress	2,789	2,607	(182)
Katella	2,587	2,428	(159)
Kennedy	2,102	2,002	(100)
Loara	1,648	1,504	(144)
Magnolia	1,582	1,622	40
Oxford	822	821	(1)
Savanna	1,650	1,566	(84)
Western	1,663	1,599	(64)
Total Senior High	17,614	16,818	(796)

JUNIOR HIGH SCHOOL	2022/23	2023/24	Growth v. (Decline)
Ball	822	828	6
Brookhurst	827	766	(61)
Dale	976	1,047	71
Lexington	1,186	1,273	87
Orangeview	777	641	(136)
Oxford	458	457	(1)
South	1,328	1,209	(119)
Sycamore	1,319	1,250	(69)
Walker	914	855	(59)
Total Junior High	8,607	8,326	(281)

Total Comprehensive Schools	26,221	25,144	(1,077)
------------------------------------	---------------	---------------	----------------

Alternative Education	2022/23	2023/24	Growth v. (Decline)
Anaheim Independent Learning Center	149	150	1
Cambridge Virtual Academy	217	151	(66)
Cypress Satellite Independent Study	-	100	100
Gilbert High School	565	574	9
Hope School	246	228	(18)
Katella Satellite Independent Study	135	85	(50)
Kennedy Satellite Independent Study	136	93	(43)
Nonpublic School	39	55	16
Polaris High School	233	158	(75)
Special Education Transition Program	167	167	-
Western Independent Learning Center	105	142	37
Total Alternative Ed.	1,992	1,903	(126)

District Total	28,213	27,047	(1,166)
-----------------------	---------------	---------------	----------------



2023-2024
Anaheim Union High School District
Superintendent's Office

MEMORANDUM

DATE: April 8, 2024

TO: Michael Matsuda, Superintendent

FROM: Adam Hernandez, Director, Student Support Services

RE: **UPDATE TO DISTRICT PLAN FOR PROVIDING EDUCATIONAL SERVICES FOR EXPELLED STUDENTS**

Background:

Every three years, school districts must develop and update a district plan that provides education services for all expelled students within the county. All school districts in Orange County each have developed their own plan utilizing a model created by the Orange County Department of Education.

The Anaheim Union High School District has updated its plan, which was first approved by the Board of Trustees on March 27, 1997, and revised triennially.

Recommendation:

It is recommended that the Board of Trustees approve the updated 2024-2027 Plan for Providing Educational Services to all Expelled Students in AUHSD, which follows the Orange County Department of Education model.

APPROVED:

Michael Matsuda, Superintendent

4/9/24

Date



PLAN FOR PROVIDING EDUCATION SERVICES TO ALL EXPELLED STUDENTS IN ANAHEIM UNION HIGH SCHOOL DISTRICT

General Provisions

As required by Education Code 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2021-2022, 2022-2023, and 2023-2024. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program and establishes the criteria for return to the Anaheim Union High School District. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs; all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. 48915.2).

STUDENT EXPULSION

8705.01

The Anaheim Union High School District Board of Trustees offers a program of education to prepare youth for citizenship and to create an awareness of the individual's responsibility for his/her own actions in accordance with the rules of socially accepted conduct. Rules of discipline exist to ensure orderly, healthy, and productive environments in school and classroom, and should be designed and administered so that they promote self-discipline, civility, and respect for self and others. Expulsion is dismissal from school attendance by action of the Board of Trustees. Expulsion is generally used as a last resort when efforts to effect satisfactory adjustment have failed, and/or because of the nature of the violation. The Board of Trustees shall prescribe rules not inconsistent with regulations prescribed by the State Board of Education, for the governance and discipline of the schools under its jurisdiction. In lieu of conducting expulsion hearings, itself, the Board of Trustees will appoint an impartial administrative panel of three or more certificated employees of the district. This will be known as the Administrative Hearing Panel and will act as a final hearing body. The Administrative Hearing Panel Chairperson will recommend, based on facts of finding presented at an expulsion hearing or based on the Stipulated Expulsion Agreement, the disposition of each student case to the Board. The Board of Trustees reviews the Administrative Hearing Panel's recommendation or Stipulated Expulsion Agreement in closed session and announces its final decision in an open session of a Board of Trustees' meeting. Students expelled from other school districts will not be considered for enrollment until after their expulsion period has expired and/or the conditions for readmission have been reviewed and approved by the Superintendent or his/her designee.

Expulsion, except for single acts of a grave nature, is usually applied in cases where there is a history of misconduct and where all other efforts and appropriate forms of discipline, including suspension, have failed.



Students will be expelled from schools of the district in accordance with the following procedures:

1.0 Suspension and Expulsion Codes (Education Code Section 48900)

A pupil may not be suspended from school or recommended for expulsion unless the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to one or more of subdivisions (a) to (s) inclusive:

- (a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (a)(2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance, listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered or arranged or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stolen or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully, possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.



- (k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (l) Knowingly received stolen property or private property.
- (m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexually battery as defined in Section 243.4 of the Penal Code.
- (o) Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (p) Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription drug Soma.
- (q) Engaged in, or attempted to engage in, hazing as defined in Section 32050.
- (r) A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:
 - 1. While on school grounds.
 - 2. While going to or coming from school.
 - 3. During the lunch period whether on or off the campus.
 - 4. During, or while going to or coming from, a school sponsored activity.
- (s) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but no expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a)



- (t) As used in this section, "school property" includes, but is not limited to, electronic files and databases.
- (u) A superintendent or principal may use his or her discretion to provide alternatives to suspension or expulsion, including, but not limited to, counseling and an anger management program, for a pupil subject to discipline under this section.
- (v) It is the intent of the Legislature that alternatives to suspensions or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

Instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, or the superintendent of schools, at his or her discretion, may require a pupil to perform community service on schoolgrounds during non-school hours. For the purposes of this section "community service" may include, but is not limited to, work performed on school grounds in the areas of outdoor beautification, campus betterment, and teacher or peer assistance programs. This section shall not apply to instances where suspension or expulsion is required by this article. (Education Code Section 48900.6)

- 1.1 Education Code Section 48900.2, Suspension for Sexual Harassment: A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

Section 212.5 states that "sexual harassment" means unwelcome sexual advances, requests for favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work or educational setting, under any of the following conditions:

- 1.2 Education Code Section 48900.3, Suspension for Hate Violence: A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, or threatened to cause, or participated in an act of hate violence, whereby an individual by force or threat of force willingly injures, intimidates, interferes, oppresses or threatens another person because of the other person's race, color, religion, ancestry, or other characteristics enumerated in Education Code as defined in subdivision (e) of Section 233.
- 1.3 Education Code Section 48900.4, Suspension for Harassment: A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.
- 1.4 Education Code Section 48900.5, Suspension: Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil,



including an individual with exceptional needs, as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d) or (e) of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

- 1.5 Education Code Section 48900.7, Suspension for Terroristic Threat: A pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both; "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

2.0 Expulsion Codes (Education Code Section 48915)

- 2.1 (48915 (a)) Except as provided in subdivisions (c) [2.3] and (e) [2.5], the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent finds that expulsion is inappropriate, due to the particular circumstance:
- 2.1.1 (1) Causing serious physical injury to another person, except in self-defense.
 - 2.1.2 (2) Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil.
 - 2.1.3 (3) Unlawful sale of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.
 - 2.1.4 (4) Robbery or extortion.
 - 2.1.5 (5) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.
- 2.2 (48915 (b)) Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section



- 48918, the governing board may order a pupil expelled upon the finding that the pupil committed an act listed in subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel shall be based on a finding of one or both of the following:
- 2.2.1 (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
 - 2.2.2 (2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.
- 2.3 (48915 (c)) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or a school activity off school grounds:
- 2.3.1 (1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district.
 - 2.3.2 (2) Brandishing a knife at another person.
 - 2.3.3 (3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
 - 2.3.4 (4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
 - 2.3.5 (5) Possession of an explosive.
- 2.4 (48915 (d)) The governing board shall order a pupil expelled upon finding that the pupil committed an act listed in (c) [2.3], and shall refer that pupil to a program of study that meets all of the following conditions:
- 2.4.1 (1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.
 - 2.4.2 (2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.
 - 2.4.3 (3) Is not housed at the school site attended by the pupil at the time of suspension.
- 2.5 (48915 (e)) Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section



48918, the governing board may order a pupil expelled upon finding that the pupil, at school or at a school activity off of school grounds violated subdivision (f), (g), (h), (i), (j), (k), (l), or (m) of Section 48900, or Section 48900.2, 48900.3, 48900.4, or 48900.7 and either of the following:

2.5.1 (1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

2.5.2 (2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

2.6 (48915 (f)) The governing board shall refer a pupil who has been expelled pursuant to subdivision (b) [2.2] or (e) [2.5] to a program of study that meets all of the conditions specified in subdivision (d) [2.4]. Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.

2.7 (48915 (g)) As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.

2.8 (48915 (h)) As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

3.0 Procedures for Expulsion of Students

When a student fails to respond to other procedures or where a single act of a grave nature occurs and the advisability of continuing him/her in the school is questionable because of his/her own or other students' welfare, the following procedures shall be followed.

3.1 Determine if the student is a student with a disability or is a special education student (see Appendix I). Note: Special education students may be suspended in the same manner as regular students. An individual with exceptional needs may be suspended for up to, but not more than, ten (10) consecutive school days if he or she poses an immediate threat to the safety of himself or herself and others (Education Code Section 48911(g)).

To suspend more than ten (10) consecutive or ten (10) cumulative days in a school year will require the procedural safeguards explained below.

3.2 If the pupil is a student with a disability or is a special education student, these procedures will be followed, prior to commencement of expulsion proceedings.



In a matter involving a pupil with previously identified exceptional needs who is currently enrolled in a special education program, the Board of Trustees may order the pupil expelled pursuant to Education Code Section 48915(b) or (d) only if all of the following are met:

- 3.2.1 An Individualized Education Program (IEP) team meeting is held and conducted pursuant to Article 3 (Commencing with Section 56340) of Chapter 2 of Part 30.
- 3.2.2 The IEP team determines that the misconduct was not caused by, or did not have a direct and substantial relationship to the pupil's identified disability.
- 3.2.3 The IEP team determines that the conduct in question was not the direct result of the district's failure to implement the IEP.
- 3.2.4 The term "pupil with previously identified exceptional needs," means a pupil who meets the requirements of Education Code Section 56026 and who, at the time the alleged misconduct occurred, had been identified as disabled or who was enrolled in a special education program, including enrollment in nonpublic schools pursuant to Education Code Section 56365 and state special schools.
- 3.2.5 All applicable procedural safeguards prescribed by federal and state law and regulations apply to proceedings to expel pupils with previously identified exceptional needs.
- 3.2.6 The parent of each pupil with previously identified exceptional needs has the right to participate in an individualized education program team meeting preceding the commencement of expulsion proceedings. The parent may attend the meeting through actual participation, representation, or a telephone conference call. The meeting shall be held at a time and place mutually convenient to the parent and district, within the period, if any, of the pupil's pre-expulsion suspension but no later than ten (10) days following the disciplinary incident. Each parent shall be notified of his or her right to participate in the meeting at least 48 hours prior to the IEP meeting. The notification shall inform the parents that they have the right to participate through actual physical presence, through representation, or through a conference call. Unless the parent has requested a postponement, the meeting may be conducted without the parent's participation. Each parent may request that the meeting be postponed for up to three additional school days. In the event that a postponement has been granted, the district may extend the suspension of the pupil for the period of the extension if the pupil continues to pose an immediate threat to the safety of himself/herself or others and the district notifies the parent that the suspension will be continued during the postponement. However, a pupil may not be suspended for longer than ten (10) consecutive school days except with the consent of the pupil's parent or guardian, or by court order. If a parent who has received proper notice of the meeting refuses to consent to an extension beyond ten (10) consecutive school days and chooses not to participate, the meeting may be conducted without the parent's



participation.

- 3.2.7 In determining whether or not the behavior was a manifestation of the student's disability, the IEP team shall base its decision on a review of all relevant information in the student's file, including the student's IEP, any teacher observations, any additional assessment(s) determined necessary, and any relevant information provided by the parents.
- 3.2.8 The team shall review and consider the pupil's school progress and behavior, if available, including, but not limited to, a review of the pupil's IEP, teacher progress reports and comments, school health records, and school discipline records.
- 3.2.9 Should the district determine that a re-assessment is necessary, the parent shall be provided with a written notice of the district's intent to conduct a pre-expulsion assessment in accordance with 34 CFR 300.504. The notice shall also inform the parent of the requirement to make the pupil available for the assessment at a site designated by the district without delay. The parent's right to seek an independent assessment under Section 56329 applies despite the fact that the pupil has been referred for expulsion.
- 3.2.10 If the IEP team determines that the alleged misconduct was not caused by, or had a direct and substantial relationship to the pupil's disability, or that the conduct was not the direct result of the district's failure to implement the IEP, the pupil shall then be subject to the regular expulsion procedures of the district. However, a student with a disability who is removed from their current placement for disciplinary reasons or removed to an interim alternative educational placement as allowed by law shall:
- 3.2.10.1 Continue to receive educational services that would enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's IEP, and
- 3.2.10.2 receive, as appropriate, a functional behavioral assessment, behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.
- 3.2.11 The parent of a pupil with previously identified exceptional needs may request a due process hearing if he or she disagrees with the IEP team's decision regarding either of the following:
- 3.2.11.1 That the behavior was not a manifestation of the pupil's disability and the pupil should be subject to the regular expulsion procedures, or
- 3.2.11.2 the IEP team's decision regarding placement.



- 3.2.12 No expulsion hearing shall be conducted for an individual with exceptional needs until all of the following have occurred:
- 3.2.12.1 A pre-expulsion review of relevant information is conducted pursuant to 3.2.7 of this policy,
 - 3.2.12.2 the IEP team meets pursuant to section 3.2.1 of this policy, and
 - 3.2.12.3 due process hearings and appeals, if initiated pursuant to Section 1415 of Title 20 of the United States Code, are completed.
- 3.2.13 The statutory times prescribed for expulsion proceeding for individuals with exceptional needs shall commence after the completion of the steps outlined in section 3.2 of this policy.
- 3.2.14 In the event that a parent requests a hearing to appeal the decision of the IEP team, the pupil must remain in his current educational placement unless: The parent or guardian agrees to an interim placement, the student is subject to an interim alternative educational placement pursuant to 3.2.15 of this policy, or the district obtains a court order mandating the placement of the pupil in an alternative setting.
- 3.2.15 School personnel may remove a student to an interim alternative educational setting for not more than 45 school days, without regard to whether or not the behavior is determined to be a manifestation of the student's disability, for any of the following,:
- 3.2.15.1 Carries or possesses a weapon to or at school, on school premises or to or at a school function under the jurisdiction of a state or local educational agency,
 - 3.2.15.2 knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises or to or at a school function under the jurisdiction of a state or local educational agency, or
 - 3.2.15.3 has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a state or local educational agency.
- 3.2.16 A student who has not been previously determined to be eligible for special education and who has engaged in behavior that violates a code of student conduct, may assert any of the protections afforded special education students if the district had knowledge that the student was a student with a disability before the behavior that precipitated the disciplinary action occurred. A district shall be deemed to have knowledge that a student is a student with a disability if, before the behavior that precipitated the disciplinary action occurred, any of the following occurred:



- 3.2.16.1 The parent has expressed concern, in writing, to supervisory or administrative personnel of the district, or a teacher of the pupil, that the pupil is in need of special education and related services,
- 3.2.16.2 the parent has requested an evaluation of the pupil, or
- 3.2.16.3 the teacher of the pupil or other district personnel had expressed specific concerns about a pattern of behavior demonstrated by the pupil, directly to the director of special education or to other supervisory personnel.

The district shall not be deemed to have knowledge that the student is a student with a disability if the parent has not allowed an evaluation of the student or has refused services or the student has been evaluated and it was determined that the student was not a student with a disability.

If the district does not have knowledge that a student is a student with a disability prior to taking disciplinary measures against the student, the student may be subjected to disciplinary measures applied to students without disabilities who engaged in comparable behaviors.

If a request is made for an evaluation of a student during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. If the student is determined to be a student with a disability, taking into consideration information from the evaluation conducted by the agency and information provided by the parents, the agency shall provide special education and related services, except that pending the results of the evaluation, the student shall remain in the educational placement determined by the district.

3.3 If the student is a regular education student, the student and his/her parents or guardians will be asked to meet for a Local School Placement Conference (LSPC). This process shall also be followed for a special education student following the conclusion of the process described in 3.1 and 3.2 of this policy.

3.3.1 Letter Notifying of Meeting

The parents/guardians and the student will be notified of the place, time, and date of the meeting and of the specific violations, and the specific school rule, Board policy, or law that has been broken.

3.3.2 Local School Placement Conference

The Local School Placement Conference shall consist of at least the principal, or designee, and where practicable, one or more other certificated, classified or school resource personnel or employees. These procedures will be followed at the Local School Placement Conference:



- 3.3.2.1 The specific violation(s) will be stated with the specific rule, policy, or law that has been broken.
- 3.3.2.2 The school will review the student's LSPC packet.
- 3.3.2.3 The school will give an oral statement of facts.
- 3.3.2.4 The student will be encouraged to present any information concerning the charges against him/her.
- 3.3.2.5 The student will be permitted to have witnesses present to speak on his/her behalf.
- 3.3.2.6 The student will be permitted to question available witnesses concerning the charges.
- 3.3.2.7 The conference members will be permitted to ask questions of the student, parents/guardians and available witnesses.
- 3.3.2.8 The parents/guardians will be permitted to examine all school records and ask questions of the LSPC members and any available witnesses.
- 3.3.2.9 Minutes in summation form will be kept for each meeting. The minutes will be typed and will accompany the recommendation.
- 3.3.2.10 Prior to making the formal recommendation, the case will be reviewed with the appropriate representative of the office of the Assistant Superintendent, Administrative Services.
- 3.3.2.11 The parents/guardians and the student will be mailed a copy of the minutes and will be notified of the recommendation.
- 3.3.2.12 Extended Suspension: Students have the option of requesting homework from their teachers to be completed at home or request placement in the Extended Suspension Program.

When a recommendation for expulsion is to be made to the Administrative Hearing Panel, the Assistant Superintendent, Human Resources, acting on behalf of the superintendent, may extend the suspension pending Board action provided it has determined that the presence of the pupil at the school or in an alternative school placement would cause danger to persons or property or pose a threat of disrupting the instructional process.

4.0 Procedures for Recommending Expulsion to the Board of Trustees

If the recommendation of the Local School Placement Conference is for expulsion, the following procedures will be followed (see Appendix II).

- 4.1 After contacting the Assistant Superintendent, Human Resources, to report the extension of the suspension, contact the office of the Administrator, Safe Schools for



completion of the proper paperwork and necessary timelines that must be followed.

4.2 Prepare one packet of materials for each student and include the following in each packet:

4.2.1 Expulsion checklist with administrator's name

4.2.2 Any student records to be used as evidence should be listed on a separate sheet with the following statement at the end of the list (see Appendix II):

"I certify that the above listed and attached materials are true and correct copies of official records of _____ High School."

(Signed) Custodian of Records

4.2.3 Expulsion Cover Sheet

4.2.4 Copy of LSPC recommendation letter to parent

4.2.5 Copy of suspension and extension of suspension notice

4.2.6 Chronological listing of student's misconduct and action taken (see Appendix IV).

4.2.7 Record of contact with other agencies (if any)

4.2.8 Copy of summary of Local School Placement Conference

4.2.9 Copy of IEP, if applicable

4.2.10 Copy of transcript, attendance record, and progress report

4.2.11 Copy of Chemical Use/Weapon Violation Board Report, if applicable

4.2.12 Copy of referral

4.2.13 Photocopy of weapon, if applicable

4.2.14 Copy of police incident report or number, if applicable

4.2.15 Copy of statements

4.2.16 Copy of intervention data

4.2.17 Other relevant information

Hand deliver one packet to the Safe Schools office.



5.0 Time Limits

The student shall be entitled to a hearing to determine whether or not the student should be expelled. An expulsion hearing shall be held within thirty (30) schooldays of the date the principal or the superintendent of schools determines that the student has committed any of the acts enumerated in Education Code Section 48900, 48900.2, 48900.3, Section 48900.4, or in Section 48900.7 unless the student or his/her parents/guardians request, in writing, that the hearing be postponed. The student shall be entitled to one postponement for a period of not more than thirty (30) calendar days of an expulsion hearing. Thereafter, any additional postponement may be granted at the discretion of the Board of Trustees.

A decision of the Board of Trustees whether or not to expel a student shall be made within ten (10) schooldays following the conclusion of the hearing, unless the parents/guardians request in writing, that the decision be postponed. If the hearing is held by a hearing officer or an administrative panel, or if the district Board of Trustees does not meet on a weekly basis, the Board of Trustees shall make its decision about a student's expulsion within forty (40) schooldays after the date of the student's removal from his or her school of attendance for the incident for which the recommendation for expulsion is made by the principal or the superintendent, unless the parents/guardians request that the decision be postponed.

In the event that compliance by the Board of Trustees with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable, the superintendent of schools or the superintendent's designee may, for good cause, extend the time period for the holding of the expulsion hearing for an additional five (5) schooldays. Reasons for the extension of the time for the hearing shall be included as a part of the record at the time the expulsion hearing is conducted. Upon the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay.

6.0 Procedures Prior to Expulsion Hearing

- 6.1 A right to a hearing to consider the expulsion of a pupil who has been recommended for expulsion exists as provided herein.
- 6.2 At least ten (10) calendar days prior to an expulsion hearing, the district shall serve its notice of expulsion hearing upon the student and deliver a copy to the Board of Trustees. The notice of expulsion hearing shall be, insofar as is practicable, in the primary language of the student's parent or guardian and shall contain the information set forth below.
 - 6.2.1 A statement giving notice of the date and place of the expulsion hearing.
 - 6.2.2 A statement, setting forth the specific facts and violations upon which the proposed expulsion is based.
 - 6.2.3 A copy of the district rules and regulations related to the alleged action.



- 6.2.4 A statement that the student or parents/guardians may appear in person and may employ and be represented by legal counsel.
- 6.2.5 A statement that the student or parents/guardians have a right to inspect and obtain copies of all documents to be used by the district at the hearing.
- 6.2.6 A statement that the student or parents/guardians have a right to confront and question all witnesses who testify at the hearing as well as question all other evidence presented.
- 6.2.7 A statement that the student or parents/guardians have a right to present oral and documentary evidence, including witnesses.
- 6.2.8 A statement indicating that the hearing will be held in closed session unless the parent requests an open meeting, in writing, five (5) days in advance of the hearing. Regardless of whether or not the expulsion hearing is conducted in a closed or open session, the Board of Trustees will meet in closed session for the purpose of deliberating and determining whether or not the student should be expelled.
- 6.2.9 In a hearing in which a student is alleged to have committed or attempted to commit a sexual assault as specified in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall be given five (5) days notice prior to being called to testify, and shall be entitled to have up to two (2) adult support persons, including, but not limited to, a parent, guardian or legal counsel present during their testimony. Prior to a complaining witness testifying, support persons shall be admonished that the hearing is confidential. Nothing in this subdivision shall preclude the person presiding over an expulsion hearing from removing a support person whom the presiding person finds is disrupting the hearing. If one or both of the support persons is also a witness, the provisions of Section 868.5 of the Penal Code shall be followed for the hearing.

7.0 Stipulated Expulsions

- 7.1 A Stipulated Expulsion is voluntary.
- 7.2 No district or site personnel may coerce a student, parent or guardian into entering into a Stipulated Expulsion.
- 7.3 The school will immediately complete an expulsion packet as previously outlined in 4.2 of this policy.
- 7.4 If the parents/guardians and student agree to a Stipulated Expulsion:
 - 7.4.1 The site administrator shall discuss the terms and conditions of the Stipulated



Expulsion with the parents/guardians and student.

7.4.2 The site administrator, parents/guardians and student shall meet with the Safe Schools Program Administrator and present him/her with the original expulsion packet.

7.4.3 The Safe Schools Program Administrator will present the parents/guardians and student with the Stipulated Expulsion Agreement and Waiver of Appeal which includes the educational and rehabilitation plan.

7.4.4 The Safe Schools Program Administrator shall present the completed Stipulated Expulsion Agreement and Waiver of Appeal to the Board of Trustees for consideration.

7.5 If, at any time, the parents/guardians or student rescind their approval for a Stipulated Expulsion, or if the Board of Trustees rejects the Stipulated Expulsion, the regular expulsion proceedings and timelines, extended by the length of time used for the consideration of the Stipulated Expulsion, will be reinstated.

8.0 District Administrative Hearing Panel

The District Administrative Hearing Panel shall consist of three certificated personnel:

8.1 The Assistant Superintendent, Administrative Services or his/her designee

8.2 One district level administrator

8.3 One non-involved administrator from the same level as the school involved (senior high school or junior high school), when possible, to be selected by the superintendent or his/her designee

The District Administrative Hearing Panel shall conduct hearings to consider expulsion petitions. Following such hearings, the panel shall present findings of fact and recommendations to the Board of Trustees.

9.0 Expulsion Hearing Procedure

The procedure set forth in 9.0 and 10.0 of this policy shall govern the expulsion hearing. Where this procedure is silent, or good cause is shown, the person(s) conducting the hearing may apply other rules of adjudication.

9.1 The Assistant Superintendent, Administrative Services, or his/her designee shall conduct the hearing and rule on questions concerning evidence and procedure. Civility rules, as approved by the Board of Trustees, shall govern the conduct of expulsion and Board meetings (Board Policy 8700-R (IV)).

9.2 The hearing shall be closed to the public unless the parent/guardian has made a written request for a public hearing at least five (5) days prior to the hearing date. If such request is made, the hearing shall be public.



- 9.2.1 If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 9.3 A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcript of the proceedings can be made (Education Code Section 48918(g)).
- 9.4 The school has the burden of proving that:
- 9.4.1 The act(s) of misconduct alleged in the district's notice of expulsion hearing occurred,
- 9.4.2 the misconduct constitutes the commission of an act set forth in subsections (a), (b), (c), (d), and/or (e) of Education Code 48900, or
- 9.4.3 the misconduct constitutes the commission of an act set forth in subsections (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q) and/or (s) of Education Code 48900, Section 48900.2, Section 48900.3, Section 48900.4 or Section 48900.7 and other means of correction are not feasible or have repeatedly failed to bring about proper conduct or the presence of the student causes a continuing danger to the physical safety of the student or others.
- 9.5 Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the Board of Trustees to expel shall be supported by substantial evidence showing that the student committed any of the acts enumerated in Section 48900.
- 9.6 Hearsay evidence shall be admissible provided that no decision to expel a student shall be based solely on hearsay evidence.
- 9.7 The administrative panel may, upon a finding that good cause exists, determine that the disclosure of the identity of a witness and the testimony of that witness at the hearing would subject the witness to an unreasonable risk of harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the administrative panel. Copies of these sworn declarations which are edited in such a manner as to delete the name and identity of the witness, shall be made available to the student/parents/guardians (Education Code Section 48918(e)).



- 9.8 The hearing shall be conducted in the English language. The proponent of any testimony to be offered by a witness who does not proficiently speak English shall provide an interpreter, approved by the person conducting the hearing, as proficient in English as well as the language in which the witness will testify. It shall be the responsibility of the party requesting the use of an interpreter to obtain approval of the interpreter from the person conducting the hearing at least 72 hours prior to the commencement of the hearing. If requested at least 72 hours prior to the commencement of the hearing, the district will provide an interpreter.
- 9.9 The student and the school each may be represented by counsel, call witnesses, introduce evidence, testify, be called to testify, and question adverse witnesses. The Administrative Hearing Panel Chairperson and the Board of Trustees may be represented by counsel.
- 9.10 Each witness shall give testimony under oath.
- 9.11 The hearing shall be completed within one (1) hour of the start of the hearing unless an extension is approved because of special circumstances by the Administrative Hearing Panel.

10.0 Presentation of Evidence

The hearing shall proceed in the following manner, unless the person(s) conducting the hearing, for good cause, directs otherwise.

- 10.1 The district's notice of expulsion hearing, and a copy of the student disciplinary history and other student data shall be made part of the record at the beginning of the expulsion hearing. The student may present any written information to the panel.
- 10.2 The school, then the student shall be given an opportunity to make an opening statement briefly summarizing their case, describing the evidence to be presented and how it supports their position.
- 10.3 The school may present witnesses and other evidence subject to examination by the student. The student may be called as a witness by the district.
- 10.4 The student may present witnesses and other evidence subject to examination by the school.
- 10.5 The school, then the student may offer rebuttal evidence.
- 10.6 The school, then the student may address the person(s) conducting the hearing regarding the manner in which the evidence admitted during the hearing supports their position.
- 10.7 The student then the school may make a closing statement.



11.0 Expulsion Decision

11.1 The Board of Trustees or its designee(s) shall prepare the following findings.

11.1.1 That the alleged act(s) or misconduct in the district's notice of expulsion hearing which support the charge(s) that the student committed an act set forth in 1.0, did or did not occur.

11.1.2 That the act(s) of misconduct which occurred constitute(s) the commission of an act set forth in 1.0 as charged.

11.2 If there is a finding on a charge that the student has committed an act as set forth in subsections (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q) and/or (s) of Education Code 48900, Section 48900.2, Section 48900.3, Section 48900.4, or Section 48900.7 a decision to expel requires that at least one of the following findings regarding the propriety of expulsion as a disciplinary measure be made:

11.2.1 Other means of correction are not feasible or have repeatedly failed to bring about proper conduct, or

11.2.2 The presence of the student causes a continuing danger to the physical safety of the student or others.

11.3 All findings of fact must be supported by substantial evidence received at the hearing.

11.4 The person(s) conducting the hearing, if other than the Board of Trustees, shall, within three (3) school days following the hearing, submit their written findings and recommendation regarding expulsion to the Board of Trustees. The Board of Trustees shall consider the findings of fact and recommendation of the District Administrative Hearing Panel in closed session.

11.5 A decision of the Board of Trustees regarding expulsion shall be made within forty (40) school days after the date of the student's removal from his or her school of attendance for the incident for which the recommendation for expulsion is made by the principal or the superintendent, unless the parent/guardian requests, in writing, that the decision be postponed.

11.6 If the recommendation is not to expel, the expulsion proceeding shall be terminated and the student shall be immediately readmitted and permitted to return to a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs. Placement in one or more of these programs shall be made by the superintendent of schools or the superintendent's designee after consultation with school district personnel. The student's teachers, parent or guardian or school personnel and resource staff may be consulted. The decision not to recommend expulsion shall be final.

11.7 If the recommendation is to expel, the Board of Trustees shall review the findings of fact and recommendation of the Administrative Hearing Panel and must either:



- 11.7.1 Accept the findings and recommendation and order the student expelled upon its review of the findings of fact and recommendation of the Administrative Hearing Panel, or
 - 11.7.2 reject the findings and recommendation and order no disciplinary action, or
 - 11.7.3 accept the findings concerning the commission of an act set forth in 1.0 of this policy, but impose a different disciplinary measure than expulsion or no discipline, or
 - 11.7.4 remand the matter for a supplementary hearing pursuant to these rules, if time permits.
- 11.8 Suspension of Expulsion Order
- 11.8.1 The Board of Trustees may suspend the enforcement of an expulsion decision for a period of not more than one (1) calendar year and may, as a condition of such suspended action, assign the student to a school, class, or program which is appropriate for the rehabilitation of the student, pursuant to Education Code Section 48917.
 - 11.8.2 A decision of the Board of Trustees to suspend an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the county Board of Education required under Education Code Section 48919. Any appeal shall be filed within thirty (30) days of the original vote of the Board of Trustees (Education Code Section 48917).
 - 11.8.3 During the period of the suspension of the expulsion order, the student shall be deemed to be on probationary status. The suspension of an expulsion order under this section may be revoked by the Board of Trustees upon the student's commission of any of the acts enumerated in Education Code Section 48900 or for any violation of the district's rules and regulations governing student conduct.
 - 11.8.4 A Local School Placement Conference will be held to review the incident and to allow the student and parent/guardian to present his/her version of the incident. If the student or the parent/guardian fails to attend this conference, the committee will consider the evidence and make a recommendation regarding the revocation of the expulsion order to the Board of Trustees.
 - 11.8.5 Upon revocation of the suspension of an expulsion order by the Board of Trustees, a student may be expelled under the terms of the original expulsion order (Education Code Section 48917).



- 11.9 The decision of the Board of Trustees to expel must be supported by substantial evidence and must be based upon findings that:
- 11.9.1 The student committed an act set forth in subsections (a), (b), (c), (d), and/or (e) of Education Code 48900, or
 - 11.9.2 the student committed an act set forth in subsections (f), (g), (h), (i),(j), (k), (l), (m), (n), (o), (p), (q) and/or (s) of Education Code Section 48900, Section 48900.2, Section 48900.3, Section 48900.4, or Section 48900.7 and that other means of correction are not feasible or have repeatedly failed to bring about proper conduct or that the presence of the student causes a continuing danger to the physical safety of the student or others.
- 11.10 Whether or not an expulsion hearing is conducted in closed or public session, the Board of Trustees may meet in closed session to determine if the student should be expelled, provided, the parent or guardian of the student, the student, the counsel of the student, and the counsel of the parent or guardian of the student shall be allowed to attend the closed session.
- 11.11 Whether or not a student expulsion hearing is conducted in closed or public session by the Board of Trustees or its designee, a final action to expel must be taken by the Board of Trustees at a public meeting.
- 11.12 Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the superintendent of schools or his or her designee to the student or the student's parent or guardian, and shall be accompanied by notice of the right to appeal the expulsion to the county Board of Education and of the obligation of the parent, guardian, or student under subdivision (b) of Section 48915.1, upon the student's enrollment in a new school district, to inform that district of the expulsion (Education Code Section 48918).
- 11.13 The written notice will describe the process for seeking readmittance to the Anaheim Union High School District.
- 11.14 An expulsion order shall remain in effect until the Board of Trustees, in the manner prescribed in this article, orders the readmission of a student. At the time an expulsion of a student is ordered, the Board of Trustees shall set a date not later than the last day of the semester following the semester in which the expulsion occurred or for a student who has been expelled pursuant to subdivision (c) of Section 48915 of the Education Code, the Board of Trustees shall set a date of one (1) year from the date the expulsion occurred when the student may apply for readmission to a school maintained by the district pursuant to the procedure set forth in Board Policy 8705.2, Student Readmission From Expulsion (Education Code Section 48916).
- 11.15 The Board of Trustees may recommend a plan of rehabilitation for the student, which may include, but not be limited to, periodic review as well as assessment at the time of application for admission. The plan may also include recommendations for counseling, employment, community service, or other rehabilitative programs



(Education Code Section 48916).

- 11.16 The Board of Trustees may require a student who is expelled from school for reasons relating to controlled substances, as defined in Sections 11054 to 11058 inclusive of the Health and Safety Code, or alcohol, prior to returning to school to enroll in a county-supported drug rehabilitation program. No student shall be required to enroll in a rehabilitation program pursuant to this section without the consent of his or her parent or guardian (Education Code Section 48916.5).
- 11.17 The Board of Trustees shall maintain a record of each expulsion, including the cause therefore. Records of expulsions shall be a nonprivileged, disclosable public record. The expulsion order and the causes therefore shall be recorded in the student's mandatory interim record and shall be forwarded to any school in which the student subsequently enrolls upon receipt of a request from the admitting school for the student's school records.
- 11.18 It is the obligation of the parent, guardian, or student under subdivision (b) of Section 48915.1, upon the student's enrollment in a new school district, to inform that district of the student's expulsion.

12.0 Petition for Readmission

A student expelled for a period extending beyond the end of the semester following the semester during which the act(s) leading directly to the expulsion or transfer occurred, may petition to be readmitted to the regular instructional program as provided herein. The purpose of a readmission proceeding is to determine whether or not the student's readmission will adversely affect the regular instructional program.

- 12.1 Conditions for Readmission. Upon receipt of the expulsion order by the expelled student and parent/guardian, an appointment is set between a district official and the student and parent/guardian to discuss the rehabilitation plan which must be met in order for the student to be readmitted to the school district. This process assists the student and parent/guardian to focus on the behavior which led to an education placement during the period of expulsion.

The purpose of the rehabilitation plan meeting is to determine which activities will assist the student to regain the rights, privileges, and responsibilities of a student in the district and to find an educational placement for the expelled student. The terms and conditions for readmission are written on the Parental Notification of Expulsion Readmission (Board Policy 8705.02 Appendix I) and signed by the student, the parent/guardian and the district official.

For students expelled from other districts and moving into the Anaheim Union High School District, a rehabilitation plan is antecedent to any hearing regarding an expelled student's petition for admission (Education Code Section 48915.1).

13.0 Definitions:

- 13.1 "Day" means a calendar day unless otherwise specifically provided.



13.2 "Expulsion" means removal of a student from (1) the immediate supervision and control, or (2) the general supervision, of school personnel, as those terms are used in Education Code Section 46300.

13.3 "School day" means a day upon which the schools of the district are in session or weekdays during the summer recess.

13.4 "Pupil" or "Student" includes the pupil or student's parent or guardian or legal counsel.

Cross References:

Anaheim Union High School District Board Policy
8700 Student Discipline
8705.02 Student Readmission from Expulsion

Legal References:

Education Code	
212.5	Educational Equity
233	Hate Violence Prevention Act
46300	Average Daily Attendance
48900	Suspension and Expulsion
48900.2	Suspension for Sexual Harassment
48900.3	Suspension for Hate Violence
48900.4	Suspension and Expulsion (Harassment/Threats/Intimidation)
48900.5	Suspension
48900.6	Community Service
48900.7	Suspension and Expulsion (Terroristic Threats)
48911	Suspension Notifications
48915	Reasons for Expulsion
48915.1	Hearing, Students Expelled From Another District
48915.5	Expulsion, Students With Exceptional Needs
48916	Expulsion Order
48916.5	Enrollment in Rehabilitation Program Before Return to School
48917	Suspension of Expulsion; Rehabilitation Program
48918	Expulsion
48919	Student Expulsion
56321	Development of IEP; Parental Notifications, Consent
56026	Special Education
56329	Written Notice to Parent
56340	Instructional Planning and Individualized Education Program
56365	Nonpublic, Nonsectarian School Services
56506	Due Process Rights



Health and Safety Code, Chapter 2, Subdivision 10

11014.5	California Uniform Controlled Substances Act
11053	Controlled Substances List
11054	Controlled Substances

Individuals with Disabilities Education Information Act of 2004 (IDEIA)

Code of Federal Regulations, Title 34

104.35	Evaluation and Placement
300.504	Procedural Safeguards Notice

United States Code, Title 20

1415	Procedural Safeguards
------	-----------------------

Penal Code

240	Assault
242	Battery
243.4	Sexual Offenses
261	Rape
266	Prostitution
286	Sodomy
288	Lewd or Lascivious Acts, Child Under 14
289	Sexual Acts Against Persons Will
868.5	Support for Prosecuting Witness

Board of Trustees

October 14, 1982

Revised:	July 12, 1990
Revised:	July 16, 1992
Revised:	July, 1993
Revised:	August, 1995
Revised:	October, 1998
Revised:	December 2006A



EXPULSION FLOW CHART

STUDENT MISCONDUCT (History of problems/grave act)

SPECIAL EDUCATION STUDENT

CONVENE IEP TEAM

Membership: Administrator, special education teacher, psychologist, otherspecialists, parent/guardian

Determines at meeting:

If **ANY** of these conditions exist:

1. Direct and substantial relationship between misconduct and disability
2. Conduct was a direct result of district's failure to implement the IEP
3. Student inappropriately placed
4. Assessment not current

THEN

IEP Team determines student placement. Expulsion proceedings may not continue

If **NONE** of the above conditions exist:

THEN

Local School Placement Conference proceeds and a recommendation is givenfor appropriate discipline action

STUDENT WITH A DISABILITY

CONVENE LOCAL SCHOOL PLACE-
MENT CONFERENCE

Membership: Administrator, parent/
guardian

Determines at meeting:

If **ALL** of these conditions exist:

1. No direct and substantial relationship between misconduct and disability
2. Student appropriately placed
3. Assessment current

THEN

Local School Placement Administrator determines appropriate discipline recommendation



_____ 3.2.2 Any student records to be used as evidence should be listed on a separate sheet of school letterhead with the following statement at the end of the list:

“I certify that the above listed and attached materials are true and correct copies of official records of _____ High School.

(Signed) Custodian of Records

_____ 3.2.3 Expulsion Cover Sheet

_____ 3.2.4 Copy of LSPC recommendation letter to parent

_____ 3.2.5 Copy of suspension and extension of suspension notice

_____ 3.2.6 Chronological listing of student’s misconduct and action taken (see Appendix IV)

_____ 3.2.7 record of contact with other agencies, if any

_____ 3.2.8 Copy of summary of Local School Placement Conference

_____ 3.2.9 Copy of IEP, if applicable

_____ 3.2.10 Copy of transcript, attendance record, and progress report

_____ 3.2.11 Copy of Chemical Use/Weapon Violation Board Report, if applicable

_____ 3.2.12 Copy of referral



2.13 Photocopy of weapon, if applicable

_____ 3.2.14 Copy of police incident report or number, if applicable

_____ 3.2.15 Copy of statements

_____ 3.2.16 Copy of intervention data

_____ 3.2.17 Other relevant information

_____ Hand deliver one packet to the Safe Schools office

4.0 District Expulsion Hearing

_____ 4.1 Administrator of Safe Schools notifies parent/guardian and student by certified, return receipt requested letter of the date and time of the Administrative Hearing

_____ 4.1.1 Letter is mailed at least ten (10) days prior to the date of contemplated Board action

_____ 4.1.2 Letter includes specific charges and the rule, policy, or law violated

_____ 4.1.3 Letter advises parent/guardian and student of the opportunity to appear in person or be represented by counsel, present evidence and witnesses, and to cross examine witnesses

_____ 4.1.4 Copy of discipline policy is enclosed

_____ 4.1.5 A copy of the letter will be sent to the school for inclusion in the expulsion packet

_____ 4.2 The principal or assistant principal will be expected to present charges at the expulsion hearing



EXPULSION COVER SHEET

CLICK AND ENTER DATA IN THE APPROPRIATE BOX

STUDENT'S NAME:	
SCHOOL:	
TODAY'S DATE:	
DATE OF INCIDENT:	
DATES OF SUSPENSION:	
EDUCATION CODE/S SECTION/S VIOLATED: <i>(Enter complete number/s and content as stated in the California Education Code)</i>	
PARENT/GUARDIAN:	
ADDRESS:	
TELEPHONE:	
PRINCIPAL:	
SCHOOL TELEPHONE:	
DATE:	
PRINCIPAL'S SIGNATURE:	

Rev. 7/04

Attach the original signed cover sheet to the expulsion packet and send by interoffice mail to Safe Schools (#72).



(USE SCHOOL LETTERHEAD)

EXAMPLE

Chronological list of events for JOHN DOE

<u>DATE</u>	<u>OFFENSE</u>	<u>ACTION TAKEN BY THE SCHOOL</u>
4/2/06	Defiance of teacher (Mrs. Smith)	Parent conference
4/5/06	Truant	Parent conference, detention 3 days 4/10/06
	Defiance of teacher (Mrs. Brown)	Suspended one day
4/16/06	Fighting	Parent conference, suspended 1 day
4/25/06	Off campus	Parent notified, 3 days detention
4/27/06	Late to class	Counseled
4/28/06	Disrupted class	Referral

"I certify that the above listed and attached materials
are true and correct copies of official records of
_____ High School."

 (Signed)

Custodian of Records

The administrator may also include or substitute a computer printout of DCP12 to obtain disciplinary history.

**ACTION OF LOCAL SCHOOL PLACEMENT CONFERENCE**

DATE

(Mr. and Mrs. Parent) and (Student)
(Address)
(City, State, and Zip Code)

Dear (Mr. and Mrs. Parent) and (Student's Name):

On (Date) , a Local School Placement Conference was held in (my) office to present the school's evidence and hear other evidence or statements from (Mr. and Mrs. Parent), and (Student) prior to my making a decision on whether or not to recommend (Student) to the Administrative Hearing Panel for expulsion.

Based upon the review of the school's evidence and considering the evidence and oral statements that (Mr. and Mrs. Parent) and (Student) presented at the suspension conference, I am officially informing you that it is my decision to recommend (Student) to the Administrative Hearing Panel for its review and action on my recommendation for (his/her) expulsion. I have discussed this with the Director of Human Resources and an authorization for an extended suspension will be issued by (him/her) because (Student's) presence at school during the period of the pending expulsion hearing and proceedings would be considered a threat to disrupting the instructional process. Although we have discussed the process for expulsion, you will be receiving a letter from the chairperson of the Administrative Hearing Panel informing you of your rights, the time, date, and location of the panel hearing.

In the meantime, (Student) is not allowed on (School Name) High School campus or any school campus of the Anaheim Union High School District. In addition, I remind you that (Student) has a right to receive (his/her) school work that can be reasonably provided by (his/her) teachers, while (s/he) is under suspension. Arrangements for receiving the assignments may be made through the (counseling) office. In lieu of home suspension, you may request participation in the Extended Suspension Program by calling the Community Day School at 999-7754.

If you have any questions regarding any of the contents of this letter, please feel free to call me at (Phone Number).

Sincerely,

(Principal's Name)
Principal

cc: Assistant Superintendent, Human Resources

**ADMINISTRATIVE HEARING PROCEDURES**

The Administrative Hearing Panel consists of three certificated members, none of whom shall be staff members of the school recommending the student's expulsion. This panel acts on behalf of the Board of Trustees and is the final hearing body in the Anaheim Union High School District. The procedural guidelines listed below are followed at the hearing.

1. The meeting is tape recorded in order to keep an accurate record of the proceedings. Copies of the tapes are available. Parents/student/attorney wishing to have a copy of the tapes must present to the chairperson the appropriate blank tapes. This reproduction takes approximately three to four days.
2. The school representative presents the school's information first. The student/parent/guardian, and/or their attorney are allowed to question the school representative and/or any witness the school may have present.
3. Following the school's presentation, the student/parent/guardian, and/or their attorney have an opportunity to present their information, and/or witnesses with the school representative allowed to question any information and/or witnesses presented.
4. After both sides present their information to the Administrative Hearing Panel, the panel then asks questions of both parties. (When witnesses are present, the Administrative Hearing Panel will question witnesses upon completion of each party's questioning of the witnesses.)
5. Each side is then given an opportunity, upon the conclusion of all questioning, to make a summary statement to the panel. The school will make its summary statement first, followed by the student/parent/guardian, and/or their attorney.
6. Although most Administrative Hearings last approximately thirty-five to forty-five minutes, a one (1) hour time limit shall govern the hearing unless the Administrative Hearing Panel approves an extension of time due to special circumstances.
7. Upon completion of the hearing, the Administrative Hearing Panel will go into deliberation for the finding of facts of the case. The finding of facts are then submitted in writing to both parties within five (5) school days of the completion of deliberations.

If there are any questions regarding these procedures, please feel free to call the Administrative Hearing Panel chairperson at 999-5654.

**APPENDIX VII****REHABILITATION PLAN AND PROCESS**

1. The parent/guardian/student shall call the Safe Schools/ Student Transfers office(714) 999-2171 and shall request a rehabilitation plan conference.
2. The Superintendent or designee shall arrange a conference within thirty (30) calendar days of the request with the parent/guardian/ student, or other school personnel. At this conference, guidelines shall be set forth regarding readmittance requirements.
3. The Superintendent or designee shall recommend a plan of rehabilitation for the student which may include, but not be limited to, periodic review as well as assessment at the time of application for admission. The plan may also include recommendations for counseling, employment, education, community service, or other rehabilitation programs (Education Code Section 48916).
4. The designee shall review the readmission procedure and notify the student/parent or guardian of the student's readmission to a school other than the school where the expellable offense took place.
 - 4.1 The student may request readmission to the school where the expellable offense occurred after showing evidence to the school principal that the student's attendance, grades and citizenship have been satisfactory.
5. The Superintendent or designee shall assist the parents or guardians in preparing evidence for use in applying for reinstatement of the student to the Anaheim Union High School District. When the conditions of the reinstatement have been met, the designee shall:
 - 5.1 Assist the parent/guardian in writing a letter to the superintendent of the Anaheim Union High School District requesting reinstatement.
 - 5.2 Request a calendar date from the Administrative Hearing Panel chairperson, if needed, and present the case at the hearing.
6. When there is disagreement as to whether or not the reinstatement conditions have been fulfilled, the parent/guardian/student shall have the right to appeal to the Administrative Hearing Panel.



7. The Administrative Hearing Panel shall review the student's case and make its decision known to the Board of Trustees.
8. The chairperson of the Administrative Hearing Panel shall notify the parent/guardian/student of the Administrative Hearing Panel's decision within two (2) school days after the date of the hearing. This shall be in writing and sent by certified mail with return receipt requested or personal delivery.
9. In cases where the Administrative Hearing Panel does not concur with the designee/parent's/guardian's/ student's request for reinstatement, this decision shall be reported to the Board of Trustees and to the parent/guardian/ student for their information.
10. The Board of Trustees shall act in a public meeting on cases submitted for reinstatement.
11. The parent/guardian/ student shall be notified of the Board of Trustees action by a letter from the chairperson of the Administrative Hearing Panel.
12. The school shall be informed of the student's reinstatement by the chairperson of the Administrative Hearing Panel.
13. The school shall record the effective date of reinstatement in the student's permanent and cumulative records.

**Anaheim Union High School District****STIPULATED EXPULSION AGREEMENT****and****WAIVER OF APPEAL**

("Student") (DOB:) is a student in the Anaheim Union High School District ("District") and is accused of violating Education Code Section 48900() and 48915()() while on High School Campus. The District has initiated an expulsion proceeding pursuant to Education Code Section 48918.

On day date, 2006, a Local School Placement Conference ("LSPC") was held with the family to review and discuss all relevant information regarding the accusations against Student. These accusations are based on the incident that occurred on

narrative of offense. Upon review, the LSPC members recommended Student for expulsion. After review, , the Principal of High School recommended Student for expulsion for violation of Education Code Section 48900() and 48915()().

The expulsion proceeding is based on the following findings of fact. (1) On , Student was a th grade student enrolled at High School. (2) On , Student admittedly narrative of offense. (3) The District complied with statutory notice and other procedural requirements both prior to and after the suspension of Student on . (4) Other means of correction are not feasible; Other means of correction have repeatedly failed to bring about proper conduct and/or Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

Based on the above findings, the following conclusions can be made: (1) has committed an offense which is grounds for suspension or expulsion under Education Code Section 48900() and 48915()(); (2) that the suspension imposed by the principal was valid and lawful; and (3) that at all times following the suspension, the District afforded Student and Parent/Guardian due process of law.

Student and ("Parent/Guardian") agree to the Stipulated Expulsion and the terms and conditions outlined herein.

Parent/Guardian and Student agree with and admit the underlying facts leading to the District's recommendation for expulsion under Education Code 48900() and 48915()().



APPENDIX VIII

The Parent/Guardian, Student and the Superintendent/designee agree to submit a joint recommendation to the District's Board of Trustees for the Student as follows:

1. The terms of the Stipulated Expulsion Order will be Fall and Spring Semesters of the 2006-07 school year.
 - a. During the period of expulsion, Student will enroll at the District's Community Day School pending possible placement at either District's Community Day School or Orange County Department of Education's Alternative, Community and Correctional Education Schools and Services (ACCESS) program.
 - b. During the period of expulsion, Student will be on probation and will be expected to complete the terms of a rehabilitation plan as follows:
 - i. Student shall commit no offenses that would subject Student to suspension or expulsion under Education Code § 48900 *et seq* or any violation of school rules governing student conduct. In addition, Student shall not violate other laws.
 - ii. Student shall maintain satisfactory attendance and grades.
 - iii. Student shall participate in:

<input checked="" type="checkbox"/>	Community Service
<input checked="" type="checkbox"/>	Peer Court
<input checked="" type="checkbox"/>	Conflict Mediation
<input type="checkbox"/>	Straight Talk
<input checked="" type="checkbox"/>	Counseling
<input type="checkbox"/>	Other
 - iv. The above rehabilitation plan shall be at no cost to the District.
 - c. Student may apply for readmission to the District for the Fall 2007 Semester.
 - i. The authority to determine whether the Student has or has not complied with any requirements, terms and/or conditions related to the Stipulated Expulsion and completion of the Rehabilitation Plan shall be made by the Superintendent or designee.
 - ii. Student may submit written documentation to the Superintendent or designee in support of Student's readmission. The Student should describe Student's compliance with the Rehabilitation plan recommended at the time of the expulsion order. Failure to attend and participate in the review for readmission may be deemed a violation of the rehabilitation plan.

**APPENDIX VIII**

- d. For the Fall and Spring Semesters of the 2006-07 school year, Student will be on probationary status and must comply with all District rules and regulations as well as a behavior contract which will be drafted as part of Student's return to a comprehensive school campus pursuant to paragraph (1)(c).
 - e. After successfully completing the Fall and Spring Semesters of the 2006-07 school year, and meeting the terms of the behavior contract, Student may petition the District's Readmissions Officer for reinstatement at a school other than High School.
2. Parent/Guardian and Student have received and carefully reviewed all the charges and relevant documents regarding Student's proposed expulsion (LSPC meeting) and have had an opportunity to discuss and review the charges with District officials (date): _____ and a _____ representative _____ of their choice, and fully understand the charges and the meaning of the consequences of an expulsion order.
 3. Parent/Guardian and Student have been informed of and understand their rights to a due-process hearing to contest the expulsion. Parent/Guardian and Student understand that the purpose and function of the expulsion hearing would be to decide if the charges have been substantiated, whether they constitute grounds for expulsion, and whether the Student should be expelled.
 4. Parent/Guardian and Student relinquish their right to contest the expulsion recommendation and make a knowing and voluntary waiver of the following rights: (1) To have an expulsion hearing and all notice and timelines required by law; (2) To question all witnesses and evidence; (3) To present witnesses and other evidence; (4) To inspect and obtain copies of documents related to the expulsion.
 5. After careful consideration and having consulted with their chosen representative, the Parent/Guardian, Student, and Superintendent/designee stipulate to the expulsion and will jointly present their recommendation to the Board of Trustees for approval of the Stipulated Expulsion. Further, the Parent/Guardian and the Student waive their right to appeal the decision of the Board of Trustees to the Orange County Department of Education.
 6. By signing below, Parent/Guardian and Student affirm that they have done the following:
 1. carefully read this entire Stipulated Expulsion Agreement and Waiver of Appeal;
 2. reviewed this document with their chosen representative; and
 3. agree with the contents of this document.



APPENDIX VIII

- 7. Parent/Guardian, Student, and Superintendent/designee understand that final approval of the Stipulated Expulsion and content of the Rehabilitation Plan shall be within the discretion of the District's Board of Trustees which shall not be obligated to accept this joint recommendation. Should the Board of Trustees not approve the Stipulated Expulsion as outlined herein, Parent/Guardian and Student maintain all due-process rights afforded under Education Code Section 48919 *et seq.*

WE HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT AND
ITS TERMS AND CONDITIONS. WE ENTER THIS AGREEMENT
KNOWINGLY AND VOLUNTARILY.

Parent/Guardian

Date

Parent/Guardian

Date

Student

Date

Superintendent or Designee
Anaheim Union High School District

Date



Anaheim Union High School District Prevention Activities

As indicated in the Orange County Expulsion plan, the options available to Anaheim Union High School District after an expulsion decision include, but are not limited to the following:

1. Expulsion, suspended order, with placement on the same school campus [E.C. section 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C. section 48917 (a)].
3. Expulsion with referral to a district community day school program, if available [E.C. section 48660].
4. Expulsion with subsequent transfer to another district subject to acceptance by the district of proposed enrollment [E.C. section 48915.1].
5. Expulsion with referral to the Orange County Department of Education, Division of Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. section 1981].

Actual referral to a district alternative suspension/expulsion classroom or county community school is made by the Anaheim Union High School District governing board with recommendations from the district discipline review board, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

District activities relating to the prevention of suspensions and expulsions are outlined in the following chart:

Title of Activity	Description of Activity	Grade Level
Behavior Assemblies	Explanation of school rules and policies to students	7-12
Pathways to Success	Alternative to suspension classroom program	7-12
Positive Behavioral Support (PBIS)	Districtwide behavior management program	7-12
Parent Notification and Rights	Start of the year communication regarding policies	7-12
Parent Learning Walks	Parent group learning walks on campus	7-12
Parent Education	Parent nights and classes	7-12
Neutral Ground	Gang aversion program	7-12
Groundswell	Restorative practices	7-12
Anaheim Achieves	Afterschool enrichment program and activities	7-12



STUDENT DISCIPLINE, PROGRESSIVE

8702

The Board of Trustees offers a program of Education to prepare youth for citizenship and to create an awareness of the individual's responsibility for his/her own actions in accordance with the rules of socially accepted conduct.

Rules of discipline exist to ensure orderly, healthy, and productive environments in school and classroom, and should be designed and administered so that they promote self-discipline, civility, and respect for self and others.

It is the intent of the Board of Trustees that discipline should be progressive in that the discipline imposed for inappropriate behavior matches the nature and seriousness of the incident, are designed to motivate pupils to improve behavior, give consideration to the pupil's history of conduct and include active parental participation in the resolution of pupil misconduct. Progressive discipline ranges from simple verbal warnings to expulsion from the school district.

The Board of Trustees shall prescribe rules not inconsistent with regulations prescribed by the State Board of Education for the governance and discipline of the schools under its jurisdiction.

There are three types of detention that can be used by local schools in the process of administering discipline. Each of the programs is distinct in scope and function from the other.

1. DETENTION:

1.1 Purpose

This form of detention is a routine means of disciplinary action that is normally assigned by a certificated employee for minor classroom and/or school violations.

1.2 Procedure

- 1.2.1 The student is advised of his/her violation(s) and informed that s/he has been assigned detention. A student may not be detained more than one hour after school for disciplinary or other reasons unless s/he must wait longer than that for his/her school bus. (C.C.R. Title 5, Sections 307, 353)
- 1.2.2 A record is kept by the certificated employee assigning the detention as to the date the student was informed and the date the student served the detention.
- 1.2.3 Since the vast majority of detentions are assigned by the classroom teacher, it is not necessary to ensure that a record of this action be placed in the student's permanent record file unless the assignment was made by other than a classroom teacher.
- 1.2.4 A student failing to serve detention will be disciplined in a manner and method as determined by the local school and consistent with established district policies.



2. WORK/STUDY PROGRAM:

2.1 Purpose

This form of detention may be made available to the student and/or parent only as an alternative means of discipline. It is used in an "in lieu of suspension" situation for a student who has, through his/her actions, demonstrated a behavior that warrants stringent disciplinary action.

2.1.1 The work/study program details are to be developed by the local school in such a manner as to include either supervised work or an opportunity for study, or both.

2.1.2 Normally, four hours of work/study time is equal to one day of suspension.

2.1.3 The work/study time may be spent in community service. Community service may include, but is not limited to, work performed on school grounds in the areas of outdoor beautification, campus betterment, and teacher or peer assistance programs. This section shall not apply to instances where suspension or expulsion is required (Education Code 48900.6). In all cases, a pupil shall not be required to perform work or services that may be detrimental to his/her health (C.C.R. Title 5, Section 351).

2.2 Procedure

2.2.1 A conference is held with the student giving an oral or written nature of the student's charges and evidence against the student.

2.2.2 The student is provided an opportunity to present his/her version of the offense.

2.2.3 After the decision has been made that a suspension pursuant to applicable Education Code(s) is warranted, the parent is informed by an administrator, outlining the program, the reason for the assigned penalty and that they may request the work/study program in lieu of the suspension.

2.2.4 The parent and student are notified of the work/study assignment, including the date and time to report.

2.2.5 Failure to satisfactorily participate in the work/study program may result in the enforcement of the original suspension.

3.0 ON-CAMPUS SUPERVISED STUDY PROGRAM

3.1 Purpose

This form of detention is used in lieu of severance of attendance by an off-campus suspension for a student who has, through his or her action, demonstrated a behavior that warrants stringent disciplinary action. It is used in those cases where the pupil poses no imminent danger or threat to campus, pupils, or staff, and where the action to expel the student has not been initiated (Education Code section 48911.1).

3.1.1 The on-campus program details are to be developed by the local school in such a manner



as to include supervised study in order to promote completion of schoolwork missed by the pupil during the suspension.

3.1.2 One day of supervised study equals one day of suspension.

3.2 Procedure

3.2.1 A conference is held with the student giving an oral or written nature of the student's charges and evidence against the student.

3.2.2 The student is provided an opportunity to present his or her version of the offense.

3.2.3 After the decision has been made that a suspension pursuant to applicable Education Code(s) is warranted, the parent is informed by an administrator, outlining the program, the reason for the assigned penalty and that they may request the on-campus supervised study program in lieu of suspension.

3.2.4 The parent and student are notified of the supervised on-campus study assignment, including the date and time to report.

3.2.5 Failure to satisfactorily participate in the on-campus supervised study program may result in the enforcement of the original suspension.

Legal References:

Education Code

48900.6

Community Service; Disciplinary Action

48911.1

Students Assignment to Supervised Suspension Classroom

Title 5

Section 307 Participation in School Activities Until Departure of Bus

Section 351 Work or Services Required of Pupils

Section 353 Detention After School

Board of Trustees

January 31, 1980

Revised: December 1, 1989

Revised: January 16, 1990

Revised: August 1993

Revised: September 1995

Revised: April 2001

References Reviewed: November 2003



RESOURCES/REFERENCES PAGE--

EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 64100]

(Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 4. INSTRUCTION AND SERVICES [46000 - 65001]

(Division 4 enacted by Stats. 1976, Ch. 1010.)

PART 27. PUPILS [48000 - 49703]

(Part 27 enacted by Stats. 1976, Ch. 1010.)

CHAPTER 6. Pupil Rights and Responsibilities [48900 - 49051]

(Chapter 6 enacted by Stats. 1976, Ch. 1010.)

ARTICLE 1. Suspension or Expulsion [48900 - 48927]

(Article 1 repealed and added by Stats. 1983, Ch. 498, Sec. 91.)

48926.

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.

(Added by Stats. 1995, Ch. 974, Sec. 8. Effective January 1, 1996. Operative July 1, 1996, by Sec. 9 of Ch. 974, which was amended by Stats. 1996, Ch. 937.)

Program Summary: [Program Summary - Countywide Plans for Expelled Students \(CA Dept of Education\)](#)

[Countywide Plans for Expelled Students - Educational Options \(CA Dept of Education\)](#)

2021 Countywide Plans for Provision of Educational Services to Expelled Students: [Countywide Plans for Expelled Students - SSPI Tony Thurman](#)

California State University, Fullerton (CSUF) & Anaheim Union High School District's (AUHSD) L.E.A.D. Program Partnership – Support & Training Memorandum of Understanding 2024

Objective:

Thank you for your commitment to the development of educators and reaching out to Groundswell (formerly OC Human Relations) to support CSUF and AUHSD in their joint effort to deepen the equity and relationship building practices of school leaders. Groundswell's core focus is on promoting understanding, respect, fostering trust and facilitating dialogue with the intention of building community. Our experience and expertise allow us to work with diverse demographics to further awareness, empathy, and education; we are grateful for the opportunity to work with CSUF and AUHSD in this meaningful project.

BACKGROUND AND QUALIFICATIONS:

Groundswell, the new name of OC Human Relations Council, envisions a world where belonging is co-created and experienced by all. And we do that by bringing diverse people together to build a more equitable future. Systemic inequities lead to differences in understanding and experiences, and ultimately to conflict and hate, which further fuels systemic inequity. Therefore, we:

- Bring people together.
- Partner to prevent and respond to conflict and harm.
- Provide training, tools, and support for leaders.
- Change the narratives.

We aim for institutional change. Our work leads to changes in attitudes and behaviors, a reduction of hate activity and harmful conflict, and ultimately an increase in equitable outcome.

At Groundswell, we practice the following values that guide us in driving change:

- Everyone Can Lead - We challenge traditional views of leadership by supporting and encouraging all people, especially those at the margins, to lead positive change.
- Doing with, not doing to nor doing for - We aim to strengthen relationships, prevent harm, and promote healing through a restorative justice lens and the use of restorative practices.
- The Power of Relationships - We strive to work in partnership with others, show up authentically, and build trust in our interactions.
- Leading with Curiosity - We approach challenging issues with empathy and inquiry instead of blame or punishment, because everyone makes mistakes.
- Inherent Human Dignity - Everyone is in the circle of concern, and we are eager to engage with groups and individuals who honor human dignity.

GROUNDSWELL

We shape tomorrow.

Utilizing decades of human relations expertise, facilitation, conflict de-escalation and restorative practices, we support organizations in making meaningful change toward equity.

PURPOSE:

Our experienced facilitators have created equity-oriented trainings, tailored to the school context, to support the continued development of educators and other school staff members in their approach to relationship building and navigating conflict and harm.

GOALS:

Equity Literacy Overview:

Groundswell will present an overview of the Equity Literacy framework and how school leaders can apply this framework to issues of inequity on school campuses and within school communities. Groups will be formed to engage with the equity literacy process and begin applying the framework to a case study scenario where inequity was present. Groups will collectively create an action plan to address the inequity using this framework.

Presentations of Case Study Scenarios Using the Equity Literacy Framework:

Groups will present their case study scenarios and outline how they used the equity literacy framework to inform their action plan to address inequity presented. Groups will receive feedback from their peers and Groundswell facilitators.

Cost and details:

- (2) 2-hour sessions of facilitation and training for CSUF and AUHSD's L.E.A.D. program
 - Session 1: Equity Literacy Overview
 - Session 2: Presentations of Case Study Scenarios Using the Equity Literacy Framework
- 2 Groundswell facilitators
- Session Dates: 4/6 & 5/11
- Location: AUHSD District Office, PLC
- A PDF copy of the presentations and all handouts will be provided to participants after each session.
- Total Cost: \$4,000 for up to 30 participants

Groundswell

Consultant Agency Name

1801 E. Edinger Ave #115, Santa Ana, CA 92705

Address

Anaheim Union High School District

Agency/Organization Name

501 Crescent Way Anaheim, CA 92801

Address

GROUND SWELL

We shape tomorrow.

April Van Ligten, Director of Youth & Education Programs

Dr. Jaron Fried, Assistant Superintendent, Ed. Division

Contact Name & Title

Contact Name & Number

april@wearegroundswell.org 714-480-6589

fried_ja@auhsd.us 714-999-3557

Contact's Email & Phone Number

Contact's Email & Phone Number

 March 5, 2024

4/19/24

Signature & Date

Signature & Date



MARIN COUNTY

OFFICE OF EDUCATION

1111 Las Gallinas Avenue
P.O. Box 4925
San Rafael, CA 94913-4925

JOHN A. CARROLL
MARIN COUNTY
SUPERINTENDENT OF SCHOOLS

Phone (415) 472-4110
Fax (415) 491-6625
marincoe@marinschools.org

This **AGREEMENT** is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, “Administrative Agent”), acting on behalf of the California Collaborative for Educational Excellence (“CCEE”), and the **Anaheim Union High School District** (“LEA”). Hereinafter, the Administrative Agent (on behalf of the CCEE) and LEA shall be referred to collectively as “Parties.”

Background

The Legislature and Governor created the CCEE to provide advice and assistance to school districts, county offices of education, and charter schools in achieving their Local Control and Accountability Plan (LCAP) goals.

CCEE’s Research Practice Partnership (“RPP”) is an initiative developed by the CCEE to support local educational agencies’ projects, programs, or initiatives through the engagement of the local educational agency in a collaborative partnership with the CCEE as the local educational agency investigates and initially implements programs and initiatives to support student outcomes as aligned in their LCAP goals.

The RPP is funded through the budgetary allocations as outlined in Statutes 2020, Chapter 10, Sec. 8 (AB 86), effective March 5, 2021, which have identified these funds for the CCEE for the purpose of providing support to local educational agencies to maximize positive pupil outcomes in accordance with subdivision (b) of Section 43521 of the Education Code.

The intent of the RPP is to provide initial implementation and research support through the provision of funding and designated CCEE staff assistance for the purpose of implementing a particular project, program, or initiative, with the ultimate goal of helping a selected local educational agency make informed systemic decisions that result in improved student outcomes. The intent is not for the CCEE to fund entire local educational agency programs or to support established activities, but to support activities associated with initial program development and implementation.

By engaging in the RPP, a selected local educational agency is entering into an agreement with CCEE to examine student-level outcomes as a result of district- or school-level activities aimed at improving student academic performance, engagement, or social-emotional well-being. Selected local educational agencies are required to enter into a contract with the CCEE, through its Administrative Agent, the Marin County Office of Education (MCOE), setting forth the particular RPP’s specific conditions and expectations.

The Parties agree as follows:

1. **Activities.**

LEA has been selected to engage in the RPP with CCEE. As part of this RPP, LEA and CCEE shall do all of the following (“Activities”).

LEA agrees to complete the activities associated with the Graduate Student Profiles Innovation Pilot research practice partnership, including, but not limited to:

- Work with CCEE Designee (WestEd) through interviews and focus groups to help understand the issues of and needs for identifying benchmark indicators needed to establish and enculturate graduate profiles.
- Work with CCEE Designee (WestEd) through interviews and focus groups of select leaders and educators to identify key student outcomes and determine indicators and progressions.
- Activities to support the development and publication of a CCEE Spotlight and presentation of an Open Door webinar within the jointly agreed-upon timeline but no later than June 30, 2024, including, but limited to:
 - Identification, in collaboration with CCEE, of a topic, resource, or process that represents an innovation, best practice, or improvement that could benefit other local educational agency teams
 - Supporting the content development including the drafting and editing of the Spotlight story and Open Door session; adhering to CCEE content development standards; development/refinement of any associated slides, handouts, or attached resources; reviewing of any visual graphics and/or data visualizations created to support the initiative
 - Supporting the distribution of communication/marketing materials regarding the Spotlight story and Open Door session
 - Development and project management of timelines to ensure the completion of project activities associated with the Spotlight and Open Door
- Responding to any research activities to support this initiative, including feedback forms, reflection surveys, and interviews

CCEE agrees to the following Activities:

- Provide funding as set forth in Paragraph 3 of this Agreement, for the implementation of the particular LEA project, program, or initiative as described above.
- Provide initial implementation and research support through the provision of designated CCEE staff assistance.

2. **Term.**

The term of this Agreement shall commence March 1, 2024 and shall continue through June 30, 2024 (the “Agreement Term”). While LEA proposed a multi-year project for the RPP, due to the year-to-year nature of the CCEE’s funding, the Administrative Agent/CCEE may only enter into contracts for a single fiscal year, with any extension of the RPP at CCEE/MCOE’s exclusive option. Therefore, this Agreement is only for the present fiscal year (2023-2024), and the continuation of the RPP is contingent on the particular program/project/initiative, with Parties entering into an agreement for each subsequent fiscal year.

3. Payment.

CCEE/Administrative Agent shall assist LEA by providing funding support for Activities for the Term of the Agreement, not to exceed **\$20,000**. LEA will be responsible for any costs related to Activities beyond this sum and for any costs related to Activities beyond the Term of this Agreement.

Invoicing and Payment Schedule

CCEE agrees to provide the funding indicated above on a deliverables basis. LEA may invoice the Administrative Agent for actual costs of Activities incurred by LEA in equal monthly invoices not to exceed \$5,000 per month. Invoices must be submitted no later than 30 days after the last day of the month in which the actual costs were incurred. The final invoice must be submitted within 30 calendar days after the termination date of this Agreement and must be marked "FINAL" by LEA. No payments will be made to LEA after this period. Total payments to LEA under this Agreement shall not exceed **\$20,000**.

LEA shall support each invoice with information on Activities set forth in Section 1 of this Agreement. Each invoice with supporting documentation must be submitted to the CCEE via email at ap_ccee@ccee-ca.org. LEA shall provide any additional documentation requested by, and deemed necessary by the Administrative Agent, to support an invoice. LEA hereby recognizes that payment pursuant to this Agreement is contingent on providing the required invoice information and therefore, payment may be delayed if LEA fails or refuses to provide any information required by this Section or otherwise requested by the Administrative Agent as set forth herein.

4. Governing Law.

This Agreement is made and entered into in the County of Marin, State of California. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding any statute that directs application of the laws of another jurisdiction.

5. Insurance.

All Parties hereto shall maintain in full force General Liability Insurance with limits of no less than \$2,000,000 per occurrence. All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury, and contractual liability coverage for the performance by the covered Party of its respective obligations pursuant to the hold harmless, indemnity, and defense provisions set forth in this Agreement. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request of either Party.

6. Hold Harmless.

Administrative Agent/CCEE shall indemnify, defend and hold harmless LEA, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage, or claims for injury or damages arising out of this Agreement but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

LEA shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of this Agreement but only to the extent such liability,

loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA.

7. Termination.

This Agreement may be terminated by either party upon 30 days' prior written notice to the other party stating the effective date of termination.

8. Force Majeure.

No Party shall be liable to the other for delays or failures in performance under this Agreement for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes (of a third-party), civil disorder, curtailment of transportation facilities, infectious disease outbreak, or similar occurrence beyond the Party's control, making it impossible, illegal, or commercially impracticable for one or any Party to perform its obligations under this Agreement, in whole or in part.

9. Notices.

Any notice given to any Party under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the other Party/Parties or email service at the email address(es) listed below, (except for any legal action initiated pursuant to Section 14 below, which will require legal service in accordance with the California Code of Civil Procedure). Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE.

LEA:

Anaheim Union High School District
Attn: Amy Kwon & Diana Fujimoto
501 N. Crescent Way
Anaheim, CA 92801
Kwon_a@auhsd.us
Fujimoto_d@auhsd.us

CCEE:

California Collaborative for Educational Excellence
Attn: Fiscal Coordinator
1029 J Street, Suite 450
Sacramento, CA 95814
ap_ccee@ccee-ca.org

Administrative Agent:

Marin County Office of Education
c/o Iishwara Ryar
1111 Las Gallinas Avenue
San Rafael, CA 94903
iryar@marinschools.org

10. LEA's Records.

LEA agrees to maintain and make available to Administrative Agent/CCEE accurate books and records relative to all its Activities under this Agreement. LEA shall permit Administrative Agent/CCEE to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, personnel records, or other data related to all other matters covered by this Agreement. LEA

shall maintain such data and records in an accessible location and condition for a period of not less than two years from the end of the Agreement Term as set forth in Section 2 above (the "Maintenance Period") and shall grant Administrative Agent/CCEE access to the records throughout this Maintenance Period.

11. Data.

As set forth herein, this Agreement constitutes the Parties agreement with respect to the RPP. During this RPP, CCEE may request access to student related data from LEA to complete the Activities contemplated above in Section 1. Such student data may include: 1) Personally Identifiable Information ("PII"), generally defined as information that, alone or in combination, personally identifies an individual student or the student 's parent(s)/legal guardian(s) and/or family, and/or 2) Aggregate Student Information ("ASI") which is generally defined as student related information that is not associated with a specific student but instead provides general cumulative student information. The Parties shall work together to determine the specific data CCEE needs to complete the Activities. In the event CCEE determines it requires access to PII to complete the Activities, the Parties shall determine if it is possible to "De-Identify" the PII in a way that will allow CCEE to complete the Activities. De-Identification refers to the process by which the LEA removes or obscures certain information in the data to dissociate the data from the specific student, such as replacing the student's name with a general identifier such as "Student A," through which the particular student cannot be identified. In the event CCEE determines that it must have access to PII and De-Identification is either impossible or impractical (because of excessive cost or time) or would otherwise negatively impact the Parties' completion of the RPP, LEA shall grant CCEE access to PII in a way that will allow CCEE to complete the Activities while minimizing the risk of unauthorized disclosure or public release of the PII. For example, the Parties may agree to limit access of PII to specific individuals and/or establish a process by which CCEE staff only has access to PII during limited times or at specific locations. Notwithstanding the process set forth herein, LEA hereby commits to provide any and all PII and ASI requested by CCEE as deemed necessary by CCEE to complete the Activities.

12. Conflict of Interest.

LEA covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with its performance under this Agreement.

The Parties to this Agreement have read and are aware of the provisions of Section 1090 and following and Section 87100 and following of the California Government Code relating to conflict of interest of public officers and employees. LEA represents that it is aware of no financial or economic interest of any CCEE or LEA Governing Board Member or employee of CCEE or LEA relating to this Agreement. It is further understood that if such a financial interest does exist at the inception of this Agreement, Administrative Agent/CCEE may immediately terminate this Agreement by giving written notice to LEA. LEA shall comply with the terms of Government Code Section 87100 and following during the term of this Agreement. LEA shall comply with any applicable requirements of the CCEE's Conflict of Interest Code and/or the LEA's Conflict of Interest Code, including the filing of a Form 700 Statement of Economic Interests.

13. Nondiscrimination.

Neither LEA, nor any officer, agent, employee, or subcontractor of LEA shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis

of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this Agreement. To the extent they shall be found to be applicable hereto, LEA and any officer, agent, employee, or subcontractor of LEA shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

14. Compliance with Law.

In the course of performing this Agreement, LEA shall observe and comply with all applicable federal, state and local laws, regulations and ordinances now in effect or subsequently enacted. Any legal action related to the satisfaction, performance, or interpretation of this Agreement shall be filed only in the Superior Court of Marin County, and the Parties waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the Party seeking legal remedy shall submit written notice to the other Party describing the issue and requesting an informal meeting to discuss the issue. The Parties shall then meet in good faith (either in person or via teleconference) to discuss the issue and determine if an informal resolution can be reached. If no resolution is reached after this informal discussion, the Parties shall identify a mutually acceptable mediator to conduct a mediation session to determine if a resolution can be reached through mediation, with each Party to bear its own costs of mediation and the costs of the mediator to be evenly divided among the Parties. If the mediation does not resolve the issue, the Parties may initiate litigation as set forth above. Unless the dispute is material to the services of terms of this Agreement, the Parties shall continue to comply with all obligations of this Agreement throughout this mediation process unless and until legal action is filed in court.

15. Entire Agreement/Amendment.

This Agreement, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this Agreement between the Parties pertaining to the subject matter of this Agreement. It supersedes all prior and contemporaneous understandings or agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The provisions of this Agreement may be modified only by mutual agreement of the Parties. No modification shall be binding unless it is in writing and signed by the Party against whom enforcement of the modification is sought.

16. Counterparts and Electronic Services.

This Agreement may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

17. Construction.

The Parties acknowledge that each Party has reviewed this Agreement and agrees that any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in any interpretation of this Agreement or any amendments, attachments or appendices hereto; rather the Agreement shall be interpreted as if each Party contributed equally in the drafting and construction of all of the language and each of the terms herein.

18. Authority to Enter into Agreement.

The Parties warrant that they each have the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and have taken all action necessary to authorize the execution, delivery, and performance of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

In WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Ishwara Ryaru, Assistant Superintendent – CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Signature: _____ Date: _____

Printed Name and Title: Sujie Shin, Deputy Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

LEA

Signature: _____ Date: 4/19/24

Printed Name and Title: Jaron Fried, Assistant Superintendent

Address: 501 N. Crescent Way

City: Anaheim State: CA Zip Code: 92801

CLASS CHAT AGREEMENT AMENDMENT

We look forward to continuing working with the Anaheim Union High School District and supporting your efforts to improve classroom communication and collaboration. This proposal contains two options:

1. Option 1 is to only renew the existing schools from the current contract.
2. Option 2 is to expand the contract to the school which has been piloting the system the most this year. This option, along with option 1, would allow the district to pilot at the remaining schools, through the end of the calendar year and then decide whether to purchase a district wide license or not.

If you have questions on this proposal, feel free to contact Emanuel Tafese at your convenience by email at emanuel@classchat.us or Greg Lindner by email at greg@classchat.us or by telephone at 562.225.7731

Thank you for your consideration,

Emanuel Tafese
CEO

Greg Lindner
COO

This amendment covers the period of May 1, 2024 through July 31, 2025.

Please select the option(s) below the district wishes to utilize:

Option 1:

Option 1 renews the schools already under contract through July 31, 2025.

Name	Total	Invoice 1 Due May 1, 2024
2023 Enrollment Figures Anaheim Union High		
Anaheim High	2,694	
Ball Junior High	834	
Brookhurst Junior High	765	
Cambridge Virtual Academy	148	\$ 444.00
Cypress High	2,745	\$ 8,235.00
Dale Junior High	1042	

Gilbert High (Continuation)	588	
Hope	228	
John F. Kennedy High	2,101	
Katella High	2,529	
Lexington Junior High	1,273	
Loara High	1,531	
Magnolia High	1,646	
Nonpublic, Nonsectarian Schools	50	
Orangeview Junior High	646	
Oxford Academy	1,280	
Polaris High	158	
Savanna High	1,601	
South Junior High	1,207	
Sycamore Junior High	1,241	
Walker Junior High	849	\$ 2,547.00
Western High	1,672	

Anaheim Union High

Total

26,828 \$ 11,226.00

The total cost of option 1 is \$11,226. This is based on enrollment data for 2022-2023 as supplied by the district via "Enrollment Summary Report as of 03/03/2024".

Option 2:

Please check this option in addition to Option 1, to convert school previously piloting Class Chat the most, to full use schools.

2023 Enrollment Figures	Name	Total	Convert Pilot Schools to Paid	Pilot	
Anaheim Union High	Anaheim High	2,694	\$ 8,082.00	Paid	
	Ball Junior High	834		Pilot through 12/31/24	
	Brookhurst Junior High	765		Pilot through 12/31/24	
	Cambridge Virtual Academy	148		Paid	
	Cypress High	2,745		Paid	
	Dale Junior High	1,042		Pilot through 12/31/24	
	Gilbert High (Continuation)	588		Pilot through 12/31/24	
	Hope	228		Pilot through 12/31/24	
	John F. Kennedy High	2,101		Pilot through 12/31/24	
	Katella High	2,529		Pilot through 12/31/24	
	Lexington Junior High	1,273		Pilot through 12/31/24	
	Loara High	1,531		Pilot through 12/31/24	
	Magnolia High	1,646		Pilot through 12/31/24	
	Nonpublic, Nonsectarian Schools	50		Pilot through 12/31/24	
	Orangeview Junior High	646		Pilot through 12/31/24	
	Oxford Academy	1,280		Pilot through 12/31/24	
	Polaris High	158		Pilot through 12/31/24	
	Savanna High	1,601		Pilot through 12/31/24	
	South Junior High	1,207		Pilot through 12/31/24	
	Sycamore Junior High	1,241		Pilot through 12/31/24	
	Walker Junior High	849		Paid	
	Western High	1,672		Pilot through 12/31/24	
Anaheim Union High Total		26,828	\$ 8,082.00	\$ -	
Per Student Amount	\$	3.00			
Total			\$ 8,082.00	\$ -	\$19,308.00

The total cost of option 2 is \$8,082. This is based on enrollment data for 2022-2023 as supplied by the district via “Enrollment Summary Report as of 03/03/2024”.

By selecting Option 2 (Option 1 included), the total cost to the district would be \$19,308.

With the selection of Option 2, Class Chat agrees to offer the district the ability to pilot at the remaining schools in the district through December 31, 2024 at no additional cost – provided the district assigns a train the trainer staff person at each school and assists in the coordination of the training provided by Class Chat, Inc.. This would include coordination of the data transfers required to make the system work.

The district agrees to review over all usage and at pilot schools, prior to December 31, 2024, in order to consider purchasing a district wide license for January 1, 2025 through July 31, 2025.


IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 18th day of April, 2024 to subscribe to Class Chat at the total cost as noted for the period of May 1, 2024 through July 31, 2025.

Please circle yes or no and initial next to the option the district wishes to subscribe to:

Option 1: Cost: \$11,226 yes / no initials: ____

Option 2 (includes option 1): Cost: \$19,308 yes / no initials: ____

Class Chat LLC


Emanuel Tafese (Mar 3, 2024 20:43 PST)

Per: Emanuel Tafese

Founder, CEO

03/03/2024

Anaheim Union High School District

Dr. Jaron Fried (Licensee)

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 18th day of April, 2024 , between the Anaheim Union High School District ("District") and ALTA Language Services, Inc. ("Contractor") (each a party, collectively, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.
- 2. **Term.** The term for services pursuant to this Agreement is from March 8, 2024 through March 8, 2025.
- 3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
 - Signed Agreement
 - Insurance Certificate(s) and Endorsements (Section 10)
 - Criminal Background Investigation Certification(s) (Section 16)
 - W-9 Form
- 4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of five thousand dollars (\$5,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.
- 5. **Independent Contractor.** Contractor is customarily engaged in an independently

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

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

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

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

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

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

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

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

10.1.5 Umbrella Liability Insurance. An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability.

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

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

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

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

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of twelve (12) months after contract completion.

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

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

- 10.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 10.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 10.2.3 Waiver of Subrogation. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the District.
- 10.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.
- 10.2.5 All policies shall be written on an occurrence form, except professional liability, which can be a claims made form.

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

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

- 11. Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 12. Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 15. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 16. Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes No Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
18. **Termination.** The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
19. **Limitation of District Liability.** The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District

Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Renae Bryant
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3568
Email: bryant_r@auhsd.us

Contractor

ALTA Language Services, Inc.
Attn: Barbara Cozzarini
3355 Lenox Rd NE Ste. 510
Atlanta, GA 30326
Phone: (404) 920-3800
Email: testing@altalang.com

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

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
23. **Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

- 24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District Date:

By: 4/19/24

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

ALTA Language Services, Inc.

Date: 03/02/2024

By: *Barbara Cozzarini*

Print Name: Barbara Cozzarini

Title: Vice President

EXHIBIT A

Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:

Contractor shall:

Please see document attached with services offered.



Language Testing Services

STATEMENT OF WORK

ALTA is not responsible for proctoring tests. Proctoring procedures are at the Customer's discretion. ALTA partners with ProctorU to proctor Listening & Speaking IVR and online tests for additional fees.

1. LIVE AUDIO OR VIDEO: LISTENING & SPEAKING ASSESSMENT: ALTA shall provide live audio and/or video listening & speaking language assessments by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
 - a) Customer will arrange for the language evaluation testing date and times with ALTA. ALTA's office hours are Monday through Friday, from 9:00am ET to 6:00pm ET.
 - b) Customer may change the schedule for the testing, without penalty, up to 6:00pm ET on the business day {i.e., Monday through Friday) prior to the test.
 - c) ALTA will provide a 15-minute period for each candidate to appear for his or her scheduled language evaluation test. Candidates are free to call in 5 minutes prior to and 10 minutes following the scheduled start time of their test. If candidate fails to appear by the 10-minute additional time period, Customer will be charged for the testing as if it had taken place and will be required to reschedule such candidate's evaluation testing if it so desires.
 - d) ALTA will score each candidate's performance according to specified grading criteria.
 - e) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - f) ALTA will not discuss the testing results with the testing candidate.

2. AUTOMATED {IVR}: LISTENING & SPEAKING ASSESSMENT– BILINGUAL MEDICAL ASSESSMENT – HEALTHCARE INSURANCE TERMINOLOGY ASSESSMENT - INTERPRETATION: ALTA shall provide automated {IVR) listening & speaking, bilingual medical, healthcare insurance terminology, and/or interpretation language assessments by telephone for



individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

- a) Customer will assign the test through the ALTA portal.
- b) The testing candidate may call in at any time for their automated oral language evaluation.
- c) The completed exam will be submitted to ALTA electronically for scoring.
- d) ALTA will score each candidate's performance according to specified grading criteria.
- e) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
- f) ALTA will not discuss the testing results with the testing candidate.

3. **ONLINE: SOCIAL MEDIA ASSESSMENT – AUDIO-TRANSLATION ASSESSMENT:** ALTA shall provide online social media and/or audio translation language assessments for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

- a) Customer will assign the test through the ALTA portal.
- b) Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
- c) ALTA will score each candidate's performance according to specified grading criteria.
- d) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
- e) ALTA will not discuss the testing results with the testing candidate.

4. **ONLINE/PAPER: WRITING ASSESSMENT - TRANSLATION ASSESSMENT:** ALTA shall provide online and/or paper writing and/or translation language assessments for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.

- a) Customer will assign the test through the ALTA portal.



- b) Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - c) ALTA will score each candidate's performance according to specified grading criteria.
 - d) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - e) ALTA will not discuss the testing results with the testing candidate.
5. ONLINE MULTIPLE-CHOICE ASSESSMENTS: READING COMPREHENSION – LISTENING COMPREHENSION – MEDICAL TERMINOLOGY - CODE OF ETHICS: ALTA shall provide online reading comprehension, listening comprehension, and /or medical terminology, for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA. ALTA shall provide the online Code of Ethics test in English for individuals identified by Customer.
- a) Customer will assign the test through the ALTA portal.
 - b) Customer will submit completed exams back to ALTA electronically through the ALTA online testing portal.
 - c) ALTA will score each candidate's performance according to specified grading criteria.
 - d) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - e) ALTA will not discuss the testing results with the testing candidate.
6. LIVE AUDIO OR VIDEO INTERPRETATION ASSESSMENT: ALTA shall provide interpretation assessments for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- a) Customer will arrange for the language evaluation testing date and times with ALTA. ALTA's office hours are Monday through Friday, from 9:00am ET to 6:00pm ET.
 - b) Customer may change the schedule for the testing, without penalty, up to 6:00pm ET on the business day (i.e., Monday through Friday) prior to the test.



- c) ALTA will provide a 15-minute period for each candidate to appear for his or her scheduled language evaluation test. Candidates are free to call in 5 minutes prior to and 10 minutes following the scheduled start time of their test. If candidate fails to appear by the 10-minute additional time period, Customer will be charged for the testing as if it had taken place and will be required to reschedule such candidate's evaluation testing if it so desires.
 - d) ALTA will score each candidate's performance according to specified grading criteria.
 - e) The results of all evaluations will be submitted by ALTA to Customer's administrative contact by email.
 - f) ALTA will not discuss the testing results with the testing candidate.
7. AUTOMATED {IVR}: QBS and CCLA TESTING: ALTA shall provide automated {IVR} the Qualified Bilingual Staff language assessment {QBS} and/or the Clinician Cultural and Linguistic Assessment {CCLA} by telephone for individuals identified by Customer in the language(s) specified by Customer and offered by ALTA.
- a) Customer will assign the test through the ALTA portal.
 - b) Customer will verify the identity of each testing candidate.
 - c) ALTA will provide the QBS and CCLA using its IVR system, available 24 hours a day, seven days per week.
 - d) ALTA will score each candidate's performance according to specified grading criteria.
 - e) The results of all evaluations will be submitted by ALTA to the Customer's administrative contact by email.
 - f) ALTA will not discuss the testing results with the testing candidate.



TESTING RATE GUIDE

Please, let us know if you qualify for the GSA schedule pricing.

Testing Item – All languages offered, except Baluchi, Turkmen, Kurmanji, and Sorani languages	Cost
Listening and Speaking Live {audio}	\$66
Listening and Speaking Live {video}	\$76
Listening and Speaking {IVR}	\$55
Bilingual Medical {IVR}	\$100
Health Insurance Terminology {IVR}	\$66
Social Media {online}	\$66
Audio Translation {online}	\$66
Writing {online or paper}	\$66
Translation – each way {online or paper}	\$66
Rendering test {Pharmacy} {online}	\$66
Reading Comprehension {online or paper}	\$33
Listening Comprehension {online}	\$33
Medical Terminology {online}	\$33
Code of Ethics {online} – English	\$33
Interpretation {Live audio}	\$110
Interpretation {Live video}	\$130
QBS {IVR}	\$110
CCLA {IVR}	\$110

Testing Item – Baluchi, Turkmen, Kurmanji and Sorani languages	Cost
Online Reading Comprehension	\$40
Live/IVR Listening and Speaking {audio}	\$80
Live Listening and Speaking {video}	\$90
Online {or paper} Writing	\$80
Online {or paper} Translation {each way}	\$80 {not available in Turkmen}
Interpretation Military {audio} – Baluchi only	\$150

ALTA Language Services, Inc. • 3355 Lenox Rd NE, Suite 450 • Atlanta, GA 30326
 Tel: 1.404.920.3800 • Fax: 1.404.920.3801 • www.altalang.com

LANGUAGE TESTING DEPARTMENT – STATEMENT OF WORK AND RATE GUIDE V 1.0 – 01/19/2023



Live tests:

Access to Toll Free Number \$2 per test
 Candidate called by ALTA {live} \$10 per test

IVR tests:

Candidate called by ALTA \$8 per test

Cancellation Policy for live tests: Cancellations can be done at no charge by contacting ALTA by 6 PM ET on the business day before the test. Later cancellations will be charged the full amount. Tests scheduled on the same day cannot be canceled.

Proctoring Fees

Testing Item	Cost
Online Listening Comprehension	\$23
Online Reading Comprehension	\$23 for one hour, \$29 for two hours
Online Medical Terminology	\$23
Online Code of Ethics	\$23
IVR Listening and Speaking	\$15
Online Writing	\$23
Online Translation {each way}	\$29
Online Audio Translation	\$29

Price Adjustments

ALTA shall have the right to increase the prices charged for the Services to reflect any change in the costs incurred to deliver such Services. ALTA shall use its reasonable efforts to prevent any such cost increment from occurring. In the event that ALTA seeks to increase the prices charged for the Services, ALTA shall provide written notice to Customer at least three {3} months prior to such rise becoming effective.

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

INDEPENDENT CONTRACTOR AGREEMENT AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into this (Board Approval Date):

18 th	day of	April	2024
------------------	--------	-------	------

in reference to the Consulting Agreement by and between

Girls Incorporated of Orange County

Independent Contractor, hereinafter referred to as “Consultant” and the Anaheim Union High School District, hereinafter referred to as “District” dated and Board approved:

October 12, 2023

and amends said Consulting Agreement as follows:


The Board of Trustees is requested to amend the independent contractor agreement with Girls Incorporated of Orange County. The original agreement was at a cost not to exceed \$20,000. An amendment is requested for additional services which would increase the amount to \$29,000.

All other terms and conditions of the original agreement will remain in force.

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

CONSULTANT:	DISTRICT:
--------------------	------------------

Typed Name of consultant (same as page 1):

Girls Incorporated of Orange County	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Emerald Archer, Chief Program Officer	Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
1801 E. Edinger Ave Ste 255A	501 Crescent Way, P.O. Box 3520
City, State, Zip Code	City, State, Zip Code
Santa Ana, CA 92705	Anaheim, CA 92803-3520

Date:

Date:

3-5-2024	4/19/24
----------	---------

Mark Appropriately:

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

Social Security Number*

or

Federal Identification Number*

	95-1810150
--	------------

*Or, initial here:

<input type="checkbox"/>	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--------------------------	---

Telephone Number:

E-mail Address:

(714) 330-6976	earcher@girlsinc-oc.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:	3/12/24
------------	---	-------	---------

Dr. Jaron Fried

AGREEMENT NUMBER: 10004365

AMENDMENT #1
ANAHEIM UNION HIGH SCHOOL DISTRICT
STUDENT BEHAVIORAL HEALTH INCENTIVE PROGRAM
SERVICE AGREEMENT

The AGREEMENT entered into September 1, 2023, by and between the Orange County Superintendent of Schools ("SUPERINTENDENT") dba as the Orange County Department of Education (collectively "OCDE"), and Anaheim Union High School District ("DISTRICT"), 501 North Crescent Way, Anaheim, California 92801. SUPERINTENDENT and DISTRICT shall be individually referred to as "Party" and collectively referred to as the "Parties" is hereby amended as follows:

1.0 Section 5.0 PAYMENT AND INVOICING shall be amended to read as follows:

A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT an advance payment of one hundred percent (100%) distribution in the 2023-2024 school year based on the maximum payment obligation identified in Paragraph 3.0 Total Compensation of this AGREEMENT for providing the services and activities hereunder identified in Exhibit "A"; provided, however, the total of such payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all other expenses incurred in connection with the performance of this AGREEMENT. Payment to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of signed AGREEMENT, completed and approved SBHIP Budget Form and DISTRICT's invoice.

DISTRICT shall submit invoices for payment to:

Diana Byun, Email: dbyun@ocde.us, Telephone: 714-966-4052 and
Imelda Cavazos, Email: icavazos@ocde.us, Telephone 714-966-4346

B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other travel related expense reimbursement claims shall not exceed the travel policy and procedures of the State of California. Travel and other related travel expenses shall be limited to those necessary for the performance of this AGREEMENT. Travel outside of the State of California must be

1 authorized in writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not
2 permitted.

3 C. DISTRICT's billings shall be submitted on DISTRICT's Invoice in duplicate. DISTRICT shall
4 submit SUPERINTENDENT'S "Expenditure Report Form", which is attached hereto as Exhibit "D" and
5 incorporated herein by reference to this AGREEMENT. DISTRICT shall submit the Expenditure Report
6 by the following due dates:

7 YEAR 1

8 1. For the period commencing September 1, 2023 and ending December 31, 2023

9 Due by January 5, 2024

10 2. For the period commencing January 1, 2024 and ending March 31, 2024

11 Due by April 5, 2024

12 3. For the period commencing April 1, 2024 and ending June 30, 2024

13 Due by July 15, 2024

14 YEAR 2

15 4. For the period commencing July 1, 2024 and ending September 30, 2024

16 Due by October 7, 2024

17 5. For the period commencing October 1, 2024 and ending December 31, 2024

18 Due by January 5, 2025

19 6. For the period commencing January 1, 2025 and ending March 31, 2025

20 Due by April 5, 2025

21 7. For the period commencing April 1, 2025 and ending June 30, 2025

22 Due by July 15, 2025

23 DISTRICT shall submit the Expenditure Report using their individual Google drive link. The Google link
24 will be provided by the SUPERINTENDENT.
25

1 D. All DISTRICT's Expenditure Report Forms submitted to SUPERINTENDENT shall be
2 supported by source documentation including, but not limited to, ledgers, invoices, receipts,
3 receiving records, and records of services provided.

4 E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which
5 DISTRICT is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and
6 repaid by DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty
7 (30) days after the date SUPERINTENDENT requests the repayment in writing. Nothing in this
8 AGREEMENT shall be construed as limiting the remedies of SUPERINTENDENT in the event that an
9 overpayment has been made.

10 F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with
11 any provision set forth in this AGREEMENT.

12 G. DISTRICT shall not claim reimbursement for services provided beyond the expiration
13 and/or termination of this AGREEMENT, except as may otherwise be provided under this
14 AGREEMENT.

15 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the
16 availability of funds furnished by CalOptima. It is mutually agreed that if the current fiscal year
17 covered under this AGREEMENT does not appropriate sufficient funds for this program, this
18 AGREEMENT shall be of no further force and effect and shall be terminated. In this event,
19 SUPERINTENDENT shall have no liability to pay any funds whatsoever to DISTRICT or to furnish any
20 other considerations under this AGREEMENT and DISTRICT shall not be obligated to perform any
21 provisions of this AGREEMENT. If funding for any fiscal year is reduced, or deleted for purposes of
22 this program, the SUPERINTENDENT shall have the option to either terminate this AGREEMENT with
23 no liability occurring to the SUPERINTENDENT or offer an amendment to DISTRICT to reflect the
24 reduced amount. SUPERINTENDENT shall give DISTRICT written notification of such termination.
25

1 Notice shall be deemed served on the date of mailing.

2 2.0 Except as expressly herein amended, said AGREEMENT shall in all respects be and remain in full
3 force and effect.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5 DISTRICT: ANAHEIM UNION HIGH SCHOOL
6 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
8 Authorized Signature

BY:  _____
Authorized Signature

9 PRINTED NAME: Dr. Jaron Fried

PRINTED NAME: Patricia McCaughey

10 TITLE: Assistant Superintendent, Ed. Division

TITLE: Director

11 DATE: 4/19/24

DATE: January 24, 2024

12
13 Anaheim UHSD-SBHIP-State-Amend 1(10004365)23-25
14 Zip5

EXHIBIT A

SCOPE OF WORK

(SBHIP TARGETED INTERVENTIONS AND REPORTING REQUIREMENTS)

ORANGE COUNTY DEPARTMENT OF EDUCATION

Contact Person Name	Tom Turner
Contact Person Title	Executive Director
Telephone Number	714-966-4364
Email Address	tturner@ocde.us

A. Targeted Interventions:

- 1) Behavior Health Screenings and Referrals
- 2) IT Enhancements for Behavioral Health Services
- 3) Technical Assistance Support for Contracts
- 4) Building Stronger Partnerships to Increase Access to Medi-Cal Services

B. Performance Outcome Metric:

Increase access to behavioral health services (capacity, infrastructure, sustainability, behavioral health service) for Medi-Cal beneficiaries on or near campus.

C. Performance Measures for Each Targeted Intervention:

- 1) Behavior Health Screenings and Referrals
 - a) Measure 1: Reviewing current state of Screenings and Referrals (analysis; expand/develop).
 - Milestone: Progress toward selecting uniform validated screening tools, providing staff training and implementation.
 - b) Measure 2: Establishing Screening and Referral Process
 - Milestone: Progress toward the development of the structure, uniform process, policies, providing staff training and implementation.
- 2) IT Enhancements for Behavioral Health Services
 - a) Measure 1: Define Data Exchange between District and behavioral health service providers such as CalOptima Health, Orange County Health Care Agency (OCHCA), Children’s Health of Orange County (CHOC) and any additional school affiliated behavioral health providers.

- Milestone 1 - Defined data exchange agreement
- b) Measure 2: Develop Referral Process
- Milestone 1 - Developed streamlined referral process workflow between District and behavioral health service providers such as CalOptima Health, CHOC, and OCHCA, and any additional school affiliated behavioral health providers including the method of how that data is exchanged.
- c) Measure 3: Develop a billing and reimbursement process between District and behavioral health service providers such as CalOptima Health, CHOC, and OCHCA, and any additional school affiliated behavioral health providers.
- Milestone 1 - Established billing and reimbursement process between District CalOptima Health, CHOC, and any additional school affiliated BH providers for Medi-Cal school behavioral health services. All training has been conducted and completed.
- 3) Technical Assistance Support for Contracts
- Measure 1: Contracts between District, CalOptima Health and new external Behavioral Health providers and/or vendors
- Milestone 1 - Execution of contracts between CalOptima Health and District, and new external Behavioral Health providers and/or vendors for school affiliated behavioral health service.
- 4) Building Stronger Partnerships to Increase Access to Medi-Cal Services
- a) Measure 1 - Increased access to school affiliated behavioral health services through the development of a new District system of care
- Milestone 1 - Status Update on progress report (bi-annual), on the number of Behavioral Health personnel hired, number of personnel training/onboarding completed, types of training, developed toolkits, number of open positions.
 - Milestone 2 - Status Update on progress report (bi-annual) on the number of Well Spaces built and/or in development, estimated completion dates and completed activities.

D. Targeted Intervention Implementation Reporting

Activities pertaining to the Targeted Intervention Implementation Reporting responses should be clear, detailed, and help CalOptima Health understand each activity related to the implementation.

The CalOptima Health SBHIP team will meet with OCDE to review and discuss implementation progress. CalOptima will use the information provided below to fulfill progress report submissions requirements to DHCS.

Data collected from districts will be used to assess progress toward implementation of interventions and the extent to which the interventions have increased access to behavioral health services (capacity, infrastructure, sustainability, and behavioral health services) for Medi-Cal beneficiaries. This data will be collected in conjunction with the Mental Health Student Services Act (MHSSA) grant to reduce district reporting burdens and ensure cohesion of behavioral health systems work. The following information outlines the reporting schedule and information that will be collected at that time:

Overview of Data Collection Annual Schedule

Data Source	Submission Dates:
Quarterly District Progress Report	Nov. 15, Feb. 15, May 15., Aug. 15
Biannual Tracking and Outcome Report	Nov. 15, May 15

Quarterly District Progress Report

- To capture information about the current status of and progress toward intervention activities (on track/not on track), including any documentation of progress, barriers to development of interventions and plans to address them, modifications to plans, and any changes to the student population initially identified as recipients of the selected interventions
- The progress report will be administered online (through Qualtrics) quarterly. Only one response for the district is needed, which can/should be completed collaboratively by district teams to ensure accuracy and completeness of response.

Biannual Tracking and Outcome Report (including information tracked by RMHCs for MHSSA)

- To capture qualitative and quantitative data to assess progress toward:
 - Development/improvements of screening and referral processes, including selecting uniform validated screening tools, providing staff training and implementation (including tools used, trainings held, number of staff attending trainings, documentation/toolkits developed on processes, and feedback on systems and trainings)
 - Development of IT systems for data exchange agreements, referral process workflows, billing and reimbursement processes, and feedback on systems and trainings
 - Technical assistance support for contracts and execution of contracts
 - Building stronger partnerships to increase access to Medi-Cal services, including personnel hired and trained, partnerships developed, type and availability of services provided by partners, referrals made to and services received through partners, number of students receiving services from partners, barriers to accessing services, and quality of partnerships
- Information on contracts with behavioral health providers/vendors, number and type of trainings provided, # of participants attending trainings will be reviewed and entered into CaseMGR during meetings with Regional Mental Health Coordinators
- The outcome report will be administered online (through Qualtrics) biannually and will be done in conjunction with MHSSA data collection. Only one response for the district is

needed, which can/should be completed collaboratively by district teams to ensure accuracy and completeness of response.

Student Behavioral Health Incentive Program

LEA Name: _____
 Program Contact Name & Email: _____
 Fiscal Agent Contact Name & Email: _____

This budget should list all initiative expenditures for Student Behavioral Health Incentive activities and milestones targeted interventions.

1. Behavioral health screenings and referrals
2. Building stronger partnerships to increase access to Medi-Cal Services
3. Technical assistance support for contracts
4. IT enhancements for behavioral health services

Object Code	Object of Expenditure	Proposed Expenditures	Targeted Interventions	Expenditure Description	Total
1000-1999	Certificated Salaries				\$0.00
2000-2999	Classified Salaries				\$0.00
3000-3999	Employee Benefits				\$0.00
4000-4999	Books and Supplies				\$0.00
5000-5999	Services and Other Operating Expenditures				\$0.00
SUBTOTAL		\$0.00			\$0.00
	Indirect Costs (%) Cannot exceed approved CDE rate				
	TOTAL	\$0.00			\$0.00

**If including salaries, please include how the positions will be sustain in the future.*

** Approved budget will be subject to OCDE review and approval*

OCDE APPROVAL

Jami Parsons, Director Educational Services

Date

**Student Behavioral Health Incentive Program
BUDGET REVISION REQUEST**
Term: 9/1/2023-6/30/2025

From Office of Jami Parsons
Date _____
<input type="checkbox"/> Approved

LEA	Agreement #	Budget Revision Date

September 1, 2023-June 30, 2025					
CATEGORY	Current Approved Budget	Proposed Amount of Increase (+)/ Decrease (-)	Proposed New Budget	% of change	Justification for Budget Change
	<i>a</i>	<i>b</i>	<i>c=a+b</i>	<i>d=b/a</i>	
1000 Certificated Salaries			-	0%	
2000 Classified Salaries			-	0%	
3000 Benefits			-	0%	
4000 Books & Supplies			-	0%	
5000 Services and Other Operating Expenditures			-	0%	
7000 Indirect Costs (rate _____-%)			-	0%	
Total Budget	-	-	-		"Proposed New Budget" Total must equal "Current Approved Budget" Total

LEA Fiscal Administrator	Phone Number	Fiscal Administrator Signature



EXPENDITURE REPORT FORM

Student Behavioral Health Incentive Program

From Office of Integrated Student Supports
 Date _____
 Approved

LEA: _____

Agreement #: _____

Quarter: _____ Date of Report: _____

Object Code	CURRENT APPROVED	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year-to Date Total	Remaining Current Year
		Sept 1 - Sept. 30, 2023	Oct 1 - Dec. 31, 2023	Jan 1 - March 31, 2024	April 1 - June 30, 2024		
1000-1999						-	-
2000-2999						-	-
3000-3999						-	-
4000-4999						-	-
5000-5999						-	-
7000 Indirect Charges						-	-
Totals	-	-	-	-	-	-	-

I certify that the expenditures reported above have been made, and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines, and that the full records of receipts and expenditures have been maintained and are available for audit. All signatures are required.

Expenditure Narrative for Current Reporting Period

Object Code	Explanatory Description
1000-1999	
2000-2999	
3000-3999	
4000-4999	
5000-5999	
7000 Indirect Charges	

LEA Fiscal Administrator	Phone Number	Fiscal Administrator Signature



EXPENDITURE REPORT FORM

Student Behavioral Health Incentive Program

From Office of Jami Parsons
 Date _____
 Approved

LEA: _____

Agreement #: _____

Quarter: _____ Date of Report: _____

Object Code	CURRENT APPROVED	Quarter 1 July 1 - Sept. 30, 2024	Quarter 2 Oct 1 - Dec. 31, 2024	Quarter 3 Jan 1 - March 31, 2025	Quarter 4 April 1 - June 30, 2025	Year-to Date Total	Remaining Current Year
1000-1999	-					-	-
2000-2999	-					-	-
3000-3999	-					-	-
4000-4999	-					-	-
5000-5999	-					-	-
7000 Indirect Charges	-					-	-
Totals	-	-	-	-	-	-	-

I certify that the expenditures reported above have been made, and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines, and that the full records of receipts and expenditures have been maintained and are available for audit. All signatures are required.

Expenditure Narrative for Current Reporting Period

Object Code	Explanatory Description
1000-1999	
2000-2999	
3000-3999	
4000-4999	
5000-5999	
7000 Indirect Charges	

LEA Fiscal Administrator	Phone Number	Fiscal Administrator Signature

Exhibit E: SBHIP Evaluation Measures and Data Collection Schedule

Data collected from LEAs will be used to assess progress toward implementation of interventions and the extent to which the interventions have increased access to behavioral health services (capacity, infrastructure, sustainability, and behavioral health services) for Medi-Cal beneficiaries. This data will be collected in conjunction with the Mental Health Student Services Act (MHSSA) grant to reduce district reporting burdens and ensure cohesion of behavioral health systems work.

Overview of Data Collection Annual Schedule

Data Source	Submission Dates:
Quarterly District Progress Report	Nov. 15, Feb. 15, May 15., Aug. 15
Biannual Tracking and Outcome Report	Nov. 15, May 15

Quarterly District Progress Report

- To capture information about the current status of and progress toward intervention activities (on track/not on track), including any documentation of progress, barriers to development of interventions and plans to address them, modifications to plans, and any changes to the student population initially identified as recipients of the selected interventions
- The progress report will be administered online (through Qualtrics) quarterly. Only one response for the district is needed, which can/should be completed collaboratively by district teams to ensure accuracy and completeness of response.

Biannual Tracking and Outcome Report (including information tracked by RMHCs for MHSSA)

- To capture qualitative and quantitative data to assess progress toward:
 - Development/improvements of screening and referral processes, including selecting uniform validated screening tools, providing staff training and implementation (including tools used, trainings held, number of staff attending trainings, documentation/toolkits developed on processes, and feedback on systems and trainings)
 - Development of IT systems for data exchange agreements, referral process workflows, billing and reimbursement processes, and feedback on systems and trainings
 - Technical assistance support for contracts and execution of contracts
 - Building stronger partnerships to increase access to Medi-Cal services, including personnel hired and trained, partnerships developed, type and availability of services provided by partners, referrals made to and services received through partners, number of students receiving services from partners, barriers to accessing services, and quality of partnerships
- Information on contracts with behavioral health providers/vendors, number and type of trainings provided, # of participants attending trainings will be reviewed and entered into CaseMGR during meetings with Regional Mental Health Coordinators
- The outcome report will be administered online (through Qualtrics) biannually and will be done in conjunction with MHSSA data collection. Only one response for the district is needed, which can/should be completed collaboratively by district teams to ensure accuracy and completeness of response.

SBHIP Outcome Reports

Instructions:

Thank you for taking the time to complete the quarterly progress report for SBHIP. Data collected from LEAs will be used to assess progress toward implementation of interventions and the extent to which the interventions have increased access to behavioral health services (capacity, infrastructure, sustainability, and behavioral health services) for Medi-Cal beneficiaries. As updates to the project are made, these questions may change to reflect that. This data will be collected in conjunction with the MHSSA grant to reduce district reporting burdens and ensure cohesion of behavioral health systems work.

Overview of Data Collection Annual Schedule:

Data Source	Submission Dates:
Quarterly District Progress Report	Nov. 15, Feb. 15, May 15., Aug. 15
Biannual Tracking and Outcome Report	Nov. 15, May 15

To complete your quarterly reporting, please use the following link:

[SBHIP Outcome Reporting](#)

You will then be prompted to enter the CDS code for your district. You CDS code can be found here:

[District CDS Codes](#)

Once you enter your CDS code, you will see a link to copy and paste into your browser. This link is unique to your district's outcome report. It will only include the questions specific to that quarter's reporting. It will also include any pre-filled information collected from previous reports, meetings, and/or other data collection this quarter. Please review the responses carefully for accuracy. Please confirm and/or update the responses as needed. Your responses will be saved as you advance each page.

The following pages outline the data that will be asked in each of the reports so you can prepare your materials before you use the link.

If you have any questions about the reporting, please contact:

Aubrey Roy (aroy@ocde.us)
 Evaluation Specialist
 Orange County Department of Education

Quarterly District Progress Report

These questions will be asked on quarterly progress reports

Reporting Dates: November 15, Nov. 15, Feb. 15, May 15., Aug. 15

Screening and Referral Processes *(This section on Screening and Referral Processes starts reporting Nov. 2023)*

Please describe the status and any progress your district has made in the past quarter in selecting validated universal behavioral health screening tools to identify students who may need additional support or services. (max 300 characters)

Please describe any needs, barriers, or challenges related to identifying referral processes and universal screening tools and/or adopting/implementing them. (max 300 characters)

If you identified any challenges or barriers above, please describe how you plan to address those challenges. (max 300 characters)

Information Technology (IT) for Behavioral Health Services *(This section on IT starts reporting May 2024)*

Please describe the status and any progress your district has made in enhancing IT or information exchange protocols for coordinating care and/or for billing and reimbursement purposes with behavioral health providers (CalOptima, OCHCA, CHOC). (max 300 characters)

Please describe any needs, barriers, or challenges related to processes and policies for information/data exchange, referral process workflows (IT-related), and/or billing and reimbursement? (max 300 characters)

If you identified any needs, challenges or barriers above, please describe how you plan to address those. (max 300 characters)

Contracts for Behavioral Health Services *(This section on Contracts starts reporting May 2024)*

During the past quarter, with which organizations did your LEA establish a new partnership or MOU to provide behavioral health services or training to students, families, or staff? If you have established more than 10 partnerships, you may list more than one in the last box.

For each new partnership, please provide the organization name, type of service, and whether an MOU was established

	Organization Name	Type of Service	MOU Established?	
	Name	Service Type	MOU	No MOU
Partnership 1:			<input type="radio"/>	<input type="radio"/>
Partnership 2:			<input type="radio"/>	<input type="radio"/>
Partnership 3:			<input type="radio"/>	<input type="radio"/>
Partnership 4:			<input type="radio"/>	<input type="radio"/>
Partnership 5:			<input type="radio"/>	<input type="radio"/>
Partnership 6:			<input type="radio"/>	<input type="radio"/>
Partnership 7:			<input type="radio"/>	<input type="radio"/>
Partnership 8:			<input type="radio"/>	<input type="radio"/>
Partnership 9:			<input type="radio"/>	<input type="radio"/>
Partnership 10:			<input type="radio"/>	<input type="radio"/>

Enhancing System of Care *(This section on System of Care starts reporting November 2023)*

Please describe any progress your district has made in developing partnerships with behavioral health providers this past quarter. (max 300 characters)

Please describe any progress your district has made in hiring, onboarding, and training staff to provide behavioral health services/support. (max 300 characters)

What have been your district's biggest successes in improving timely access to behavioral health services for students and/or families?

Please describe any needs, barriers, or challenges related to developing partnerships and/or enhancing your system of care? (max 300 characters)

If you identified any challenges or barriers above, please describe how you plan to address those challenges. (max 300 characters)

Biannual Tracking and Outcome Report *(starting November 2023)*

The questions above, plus these questions will be asked biannually

Reporting Dates: November 15, 2023, May 15 2024, November 15, 2024, May 15, 2025

Enhancing Systems of Care

Please click on the link below to review the number of behavioral and mental health positions you have in your district. Please confirm or update the information for accuracy. *(Link to be provided at time of reporting)*

Do you have any open positions for behavioral health staff?

Yes

No

If yes, please specify which positions and how many positions are open.

Biannual Tracking and Outcome Report *(starting May 2024)*

The questions above, plus these questions will be asked biannually

Reporting Dates: May 15 2024, November 15, 2024, May 15, 2025

Screening and Referral Processes

Please indicate whether your district has the following in place:

(Response options: We have a tool/form we use; We have policies/ processes in place to guide implementation; We have a data/electronic tracking system to store information related to process/tool; We have staff trained on this (admin, SBMH, general staff)

- One district-wide system implemented at all school sites to screen all students to identify behavioral health needs
- One district-wide system implemented at all school sites to screen targeted students who have been identified as having a potential behavioral health concern
- All schools in district have a system to screen all students to identify behavioral health needs, but system may vary across school sites
- All schools in district have a system to screen targeted students who have been identified as having a potential behavioral health concern, but system may vary across school sites
- District-wide system for referring students to behavioral health services on-campus
- District-wide system for referring students to behavioral health services off-campus

- District-wide system for tracking whether students/families successfully accessed services to which they were referred referrals
- District-wide system for families who decline mental health services
- District-wide system for supporting students returning from hospitalization, incarceration, or other extended absences
- District-wide system for crisis response and postvention
- District-wide system for suicide prevention, response, and postvention
- District-wide system for threat assessment and response
- None of the above

If you'd like to further elaborate on any of your responses above, please do so here:

Please indicate which validated screening tools your district is using to identify behavioral health needs of students. If you are not using any validated tools, please write "N/A."

Please rate your level of agreement on the following statements regarding your mental health screener and referral tools and systems/policies related to using the tools in your district:

(Response Options: Strongly disagree; Somewhat disagree; Somewhat agree; Strongly agree; N/A - system not in place yet)

- **Behavioral health screening systems, (tools, policies, tracking, training, etc.)**
 - The system is easy to use.
 - The system is thorough (clear expectations and roles, process is clear).
 - The system is effective.
- **Behavioral health referral tools, systems, and policies**
 - The system is easy to use.
 - The system is thorough (clear expectations and roles, process is clear).
 - The system is effective.

Information Technology (IT) for Behavioral Health Services

How do you currently exchange necessary information about students/families with behavioral health providers?
(max 300 characters)

Have you collected any feedback from any of your staff about information exchange and/or billing and reimbursement protocols or processes?

- Yes
- No
- Unsure

Please briefly describe how you have collected this feedback, what feedback was collected, and how you addressed the feedback with your educational partners. (max 300 characters)

Enhancing Systems of Care

Below, please list and provide details for any trainings or staff onboarding provided since July 1, 2023 to district or school site staff related to behavioral health policies/protocols, screeners, referral protocols/practices, information exchange systems, and/or billing reimbursement systems. Please note, this could include coaching or consultation on your systems if applicable.

Name of training	Training Details		
	Date(s) of training	# of schools that received training	# of staff that received training
Training 1:			
Training 2:			
Training 3:			
Training 4:			
Training 5:			
Training 6:			
Training 7:			
Training 8:			
Training 9:			
Training 10:			
<input checked="" type="checkbox"/> We did not conduct any trainings or onboarding during this reporting period			

Did you develop any toolkits related to (check all that apply):

- Behavioral health policies/protocols
- Behavioral health screeners
- Behavioral health referral policies/practices
- Information exchange systems
- Billing/reimbursement systems

Have you collected any feedback from any of the following educational partners about your behavioral health systems and services?

- Students who are referred for services
- Families of students who are referred for services
- School based mental health staff who are using referral and screening tools
- Educators or other general school staff may refer students to on-campus behavioral health supports
- Other educational partners (specify):
- We have not collected any feedback from these educational partners about our mental health referral and screening systems

Please briefly describe how you have collected this feedback, what feedback was collected, and how you addressed the feedback with your educational partners. (max 300 characters)

If you have any reports, charts, evidence of the feedback you'd like to share, you can upload files here.

Services Provided/Students Served

Please indicate the number of (unduplicated?) students:

- You have referred for services to County Behavioral Health Department/behavioral health partners
- Who have received behavioral health supports from behavioral health partners
- Who have received behavioral health supports on campus

How do you collect feedback from students and/or families receiving services, regarding the services received? (Check all that apply.)

- Surveys
- Focus groups
- Interviews
- Testimonials
- Emails
- We do not have a specific system to collect feedback

Please briefly describe any feedback you have received from students and/or families receiving services or staff referring services regarding the services received. (max 300 characters)

ANAHEIM UNION HIGH SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 18th day of April, 2024, between the Anaheim Union High School District ("District") and JLM Psychological Services. ("Contractor") (each a party, collectively, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services is described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"). In the event of any conflict between the terms of the body of this Agreement and language set forth Exhibit A, the terms of the body of the Agreement shall govern. Contractor will provide the Services to the District during the Term.
2. **Term.** The term for services pursuant to this Agreement is from April 19, 2024, through June 30, 2025.
3. **Submittal of Documents.** The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
 - Signed Agreement
 - Insurance Certificate(s) and Endorsements (Section 10)
 - Criminal Background Investigation Certification(s) (Section 16)
 - W-9 Form
4. **Compensation.** District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed fifty thousand Dollars (\$50,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed. Compensation varies based on what the district requests and does not exceed the amount listed on the fee schedule, Attachment "A".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

- 11. Compliance With Laws, Rules, and Regulations.** Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 12. Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. Safety and Security.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. Employment With Another Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 15. Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 16. Fingerprinting of Employees.** Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes No Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

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

District

Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Adela Cruz
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-7734
Email: cruz_ad@auhsd.us

Contractor

JLM Psychological Services
Attn: Jeanette L. Morgan, Psy.D.
4630 Campus Dr. Suite 110
Newport Beach, CA 92660
Phone 949-669-5770
Email: admin@jlmpsych.com

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

- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 23. Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

- 24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 4/19/24

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

JLM Psychological Services

Date: February 29, 2024

By: Jeanette L Morgan PsyD

Print Name: Jeanette L. Morgan, Psy.D.

Title: President

EXHIBIT A

Provide a detailed description of services that shall be provided, the nature of the qualifications of the Contractor, the location of the services to be provided, and the recipients or benefactors of the services:

Contractor shall:

ASSESSMENT FEE SCHEDULE Psychoeducational Evaluation

This evaluation includes a diagnostic interview, rating scales, a record review, standardized testing, a school observation, a written report with recommendations, a review of the report with the parent/guardian, and virtual attendance to the IEP meeting. Rates for these and additional services are billed at \$275/hour.

Service Time Fee

Parent Interview 1 hour \$275
Record Review 1 hour \$275
Standardized Testing 5 hours \$1375
Rating Scales/Scoring 2 hours \$550
School Observation/Write UP 1.5 hours \$412.50
Written Report 6.5 hours* \$1787.50*
Review of Report 1 hour \$275
Virtual IEP Meeting Attendance 2 hours \$550
Travel Time to Observation 2 hours* \$550*
Total 22 hours* \$6050* per student..

*estimated for the purpose of providing a maximum, not-to-exceed amount.

Additional Notes

- The total not-to-exceed amount listed above is assuming that the IEP meeting is virtual and requires no travel fees. Travel time to the school observation and /or IEP meeting will be billed at a rate of \$275/hour.
- The review of the report may be waived, if the client chooses.
- If an appointment is missed or canceled with less than 24-hour notice, we will bill the full fee of \$275 for each hour missed.
- If interpretation services are required, the Local Education Agency will be requested to provide an interpreter or cover the cost of interpretation services.

JLM Psychological Services
(949) 669-5770
admin@jlmpsych.com

NOTICE TO CONTRACTORS REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that any entity that has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student’s parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee’s fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

The entity shall **not** permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.

.....

CERTIFICATION BY CONTRACTOR

To the Board of Trustees of the Anaheim Union High School District:

I, Jeanette L. Morgan, Psy.D., am the President of JLM Psychological Services,
Name of Individual Title Name of Contractor

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor’s employees will or may have contact with students of the District outside of the immediate supervision and control of the student’s parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

<u>Dr. Megan Dennison</u>	_____
<u>Dr. Jeanette L. Morgan</u>	_____
_____	_____
_____	_____

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

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

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

Executed at Newport Beach, California on February 29, 2024.

Date



Signature

Jeanette L. Morgan, Psy.D.

Typed or Printed Name

President

Title

JLM Psychological Services

Name of Contractor

4630 Campus Drive, Suite 110, Newport Beach, CA 92660

Address

949-669-5770

Telephone Number

Memorandum of Understanding Between
Anaheim Union High School District
And
Garden Grove Unified School District
2023-2024

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Garden Grove Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties." mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 1, 2023, and ending June 30, 2024.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2023-2024 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District: Anaheim Union High School District
Address: 501 N. Crescent Way
City: Anaheim, CA 92801

Attn: Amie Maya
Title: Director, Special Youth Services
Telephone: 714-999-3527
Fax: 714-999-0622

Sending District

School District: Garden Grove Unified School District
Address: 10331 Stanford Ave.
City: Garden Grove, CA 92840
Attn: Valerie Shedd
Title: Assistant Superintendent, Office of Special Ed.
Telephone: (714)663-6233
Fax: _____

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

Garden Grove Unified School District
Sender District

By: _____
Authorized Agent Signature

By: 
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Thanh Phan, Asst. Superintendent
Name/Title

4/19/24
Date

February 8, 2024
Date

Date Approved by Provider
District Board: 4/18/24

Date Approved by Sender
District Board: 2/6/2024

cc: SELPA

Instructional Materials Submitted for Adoption**Thursday, April 18, 2024****March 8, 2024 - April 18, 2024**

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Science	Basic	Chemistry in Earth Systems (3SC201), (#SC205), (#SC620)	9-12	<i>Experience Chemistry in the Earth System, CA Vol 1-2</i>	SAVVAS

Instructional Materials Submitted for Display**Thursday, April 18, 2024****April 19, 2024-May 7, 2024**

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
English	Suppl.	English 1 (#EN100)	9	<i>The Door of No Return</i>	Little Brown & company

SCHEDULE A

EXHIBIT NN

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2023-2024**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2324 – 281	04/15/2009	09	04/18/2024	Speech and Language Dev. Center	\$60,000
2324 - 311	12/14/2007	10	04/18/2024	The Upward Bound School	\$30,000
2324 – 315	06/22/2009	09	04/18/2024	The Upward Bound School	\$100,000
2324 – 317	10/18/2002	11	04/18/2024	Beacon Day School	\$95,000

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2023-2024**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
2324 – 316	07/31/2007	11	04/18/2024	Cinnamon Hills	\$75,000

Field Trip Report

EXHIBIT OO

Board of Trustees

April 18, 2024

1. Cypress High School: Boys Tennis (2 male students)

Adviser/Lead Chaperone: Joseph Paul (male)

Chaperones: Lindsey Nicole Thornburg (female)

To: Ojai, CA

Dates: April 25, 2024 to April 27, 2024

Purpose: Tennis Tournament

Expenses: ASB/Club Fundraisers- registration, meals, accommodations

Parent Student- meals, transportation

Site Funds- substitutes

Number of school days missed for this trip: 2

Number of school days missed previously: 0

Total number of days missed by this group: 2

2. RATIFICATION: Kennedy High School: Every 15 Minutes (20 students- 7 male, 13 female)

Adviser/Lead Chaperone: Sara Daddario (female)

Chaperones: Amanda Bryant (female), Matthew Corcoran (male), and Gary Wilson (male)

To: La Palma, CA

Dates: April 9, 2024 to April 10, 2024

Purpose: To execute the Every 15 Minutes program which teaches High School Juniors and Seniors about the dangers of drunk driving.

Expenses: ASB/Club Fundraisers - transportation, substitutes

Parent Student- registration

Outside Source- meals, accommodations

Number of school days missed for this trip: 1

Number of school days missed previously: 0

Total number of days missed by this group: 1

3. Oxford Academy: Girls Basketball (11 female students)

Adviser/Lead Chaperone: David Clifton (male)

Chaperones: Chris Masuno (male), Joanne Castillo (female), and Brittaney Chan (female)

To: San Diego, CA

Dates: June 28, 2024 to June 30, 2024

Purpose: San Diego Classic Summer Tournament

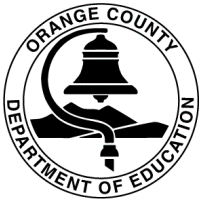
Expenses: ASB/Club Fundraisers- registration, accommodations

Parent/Student- meals, transportation

Number of school days missed for this trip: 0

Number of school days missed previously: 0

Total number of days missed by this group: 0



**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2023-24**

District: _____

District Contact: _____

Title: _____

- Quarter #1 July 1 – September 30, 2023 **Report due by October 31, 2023**
- Quarter #2 October 1 – December 31, 2023 **Report due by January 31, 2024**
- Quarter #3 January 1 – March 31, 2024 **Report due by April 30, 2024**
- Quarter #4 April 1 – June 30, 2024 **Report due by July 31, 2024**

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant/R101

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

Anaheim Union High School District

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2. The term of this

Agreement is:

Upon the date of approval and execution by all parties through five years

3. The maximum amount
of this Agreement is:

\$ 100,000.00

One Hundred Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	1 pages
Exhibit D - Service Revolving Fund (SRF) Directive – Payment By Wire Transfer	2 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Bob Varma, Deputy Director and Assistant Chief Administrative Law Judge

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

Anaheim Union High School District

BY (Authorized Signature)

DATE SIGNED(Do not type)



3/12/24

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Brad Jackson, Assistant Superintendent, Human Resources

ADDRESS

501 N. Crescent Way, Anaheim, CA 92803

EXHIBIT A

SCOPE OF WORK

1. Upon request of Anaheim Union High School District
(hereinafter referred to as "Local Agency"), the Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) and case management staff to the Local Agency, for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. Project Representatives

The project representatives during the term of this agreement will be:

Office of Administrative Hearings

Susan L. Formaker, Division Chief Presiding Administrative Law Judge

Phone: 213-576-7200

Email: Susan.Formaker@dgs.ca.gov

Local Agency: Anaheim Union High School District

Name: Brad Jackson

Title: Assistant Superintendent, Human Resources

Phone: (714) 999-0816

Email: jackson_b@auhsd.us

Direct all inquiries regarding this agreement to:

Office of Administrative Hearings

Leon Vang, Contract Analyst

2349 Gateway Oaks Dr. Suite 200

Sacramento, CA 95833

Phone: (279) 227-4024

Email:leon.vang@dgs.ca.gov

Local Agency: Anaheim Union High School District

Attention: Brad Jackson

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

Phone: (714) 999-1512

Email: jackson_b@auhsd.us

All invoices and billing shall be to directed to:

Local Agency: Anaheim Union High School District

Attention: Brad Jackson

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

Phone: (714) 999-1512

Email: jackson_b@auhsd.us

The Project Representative and Agreement and Billing Representative may be changed through written confirmation to the other party. This change shall not require an amendment to this agreement. It may take up to two billing cycles for a change to the Local Agency Billing Contact to be in effect.

3. Services to be Performed:

- a. The Local Agency shall provide OAH a written request to set a matter for hearing or mediation with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing at the time the request for hearing or mediation is made. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided. The Local Agency shall indicate in the request to set a matter for hearing if OAH is to issue a proposed or final decision in the matter. If a proposed decision is required, Local Agency shall provide the name and contact information for the decision-maker who is responsible for making the final decision.

- b. The Local Agency shall electronically file the request to set a matter for hearing and all other required pleadings and papers with OAH using the secure electronic filing system offered by OAH or otherwise in accordance with OAH requirements.
 - c. The Local Agency shall inform OAH if the hearing is to be electronically recorded or if a court reporter is required. If a court reporter is required, the Local Agency shall indicate at the time the request a hearing if they will be providing a court reporter or if OAH should provide one. Unless the Local Agency or OAH determines a court reporter is required by statute, ordinance, or regulation, the hearing will be electronically recorded by OAH.
 - d. OAH shall perform all case management and hearing services that OAH, in its sole discretion, deems necessary to the proper handling and adjudication of the case.
 - e. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required. Local Agency shall be responsible for the costs of accommodations or interpreters. If OAH incurs costs for providing reasonable accommodations, interpreter or translation services for any matter under this agreement, those costs shall be borne by the Local Agency.
 - f. Record Retention: OAH shall retain all records in accordance with its current record retention schedule. If the Local Agency requests OAH to issue a proposed decision, the exhibits will be returned to the Local Agency Project Representative along with the proposed decision at the conclusion of the matter, and the Local Agency shall be deemed the custodian of the administrative record.
4. Service Location: The services shall be performed at a location convenient for OAH and all parties. The Local Agency shall file a request for mediation or hearing directly with the local OAH office which is handling the matter.
5. Record of the Proceeding:
- a. If a Court Reporter is not used, OAH shall be responsible for electronic recording of all hearings, and shall impose a recording fee not to exceed the amount set by the Department of General Services through the Price Book. The current Price

Book is located at: <https://www.dgs.ca.gov/OFS/Price-Book>. The electronic recording fee shall only be imposed following the actual recording of a proceeding and shall not be included as part of the filing fee or electronic evidence fee.

- b. If OAH provides a Court Reporter, the Local Agency is responsible for all costs associated with the Court Reporter, in accordance with the current contract rates. Current contract rates, including Court Reporter and transcription costs, can be found at: <https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Find-Contract-Information-to-Obtain-OAH-Court-Reporter-Services>.
- c. OAH shall arrange for transcription of hearing recordings upon the request of any party to the proceeding or the Local Agency Project Representative and upon receipt of payment for transcription costs. OAH may use a vendor for transcription services.
- d. OAH will charge a requesting party the actual cost of preparing the administrative record. If the requesting party has been declared in forma pauperis, or has received a waiver of court fees from a court of competent jurisdiction in a case arising out of the OAH matter, and is seeking judicial review of the case before OAH, the Local Agency shall pay the full costs for preparing the administrative record and/or transcript. OAH will notify the Local Agency of the associated costs prior to preparing such records.
- e. OAH will not include within its administrative record any records or hearing exhibits the custody of which has been transferred to the Local Agency. OAH may prepare a clerk's record upon request and payment of associated fees in these circumstances.

6. Rates

- a. In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the full cost of rendering such services at the rate established at the time the services are rendered. The Local Agency is responsible for the filing fee for each case filed, an electronic evidence fee for

each case filed, ALJ (including Presiding Administrative Law Judge, and Division Chief Administrative Law Judge) time billed at an hourly rate, an electronic recording fee if the proceedings are electronically recorded, the cost of all accommodation or interpreter services requested, and the full cost of any preparation of the clerk's record or transcript at the current contract rates.

- b. In the event a calendared case is taken off-calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for work on another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off-calendar, settled, re-calendared or continued.
 - c. The costs of OAH's services include filing fees, ALJ hourly rates, electronic evidence fees, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the requesting party or the Local Agency in accordance with Section 5 above. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for electronic evidence will be the current contract rates at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. The current contract rates for these services can be found on OAH's website.
 - d. The Local Agency agrees to be responsible for the full costs of any service provided by OAH on a Local Agency case, regardless of any agreement the Local Agency may have with a third party or any other cost-sharing provision.
7. The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract. This

contract may only be amended for term and amount upon mutual agreement of the parties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. The Office of Administrative Hearings is a reimbursable entity as detailed in Government Code section 11370.4. Notwithstanding any other provision of law, the total cost of services provided by the OAH shall be collected from the Local Agency entering into this agreement.
2. Parties shall keep apprised of the balance of this agreement at all times. Local Agency agrees to notify OAH when the expended amount is close to exhausting the funds in this agreement.
3. For services rendered in accordance with the Scope of Work, the Local Agency shall compensate the OAH for the full cost of services and actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges shall include the following: filing fees, electronic evidence fees, electronic recording fees, Administrative Law Judge hourly charges, and translator/interpreter fees as required. Additionally, all costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency.
4. Invoices shall be paid promptly and delays in payment may result in OAH's discontinuation of services.
5. ALJ hourly rates, electronic recording fees and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Rates for electronic evidence will be the current contract rates at the time the services are rendered. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct

these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at <https://www.dgs.ca.gov/OFS/Price-Book>

6. OAH shall be paid not more frequently than monthly, in arrears, upon issuance of an invoice by the Department of General Services which details charges, expenses, direct and indirect costs.
7. Payment may be completed through direct transfer, in accordance with Service Revolving Fund Directive, SRF #1025, attached hereto as Exhibit D. For questions about establishing a wire transfer process with OAH/DGS, the Local Agency shall contact DGS at SRFFISCALSERVICES@dgs.ca.gov or the OAH Project Representative.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.
2. AMENDMENT: Except as noted in Exhibit A, Paragraph 2, no amendment or variation of the terms of this Agreement shall be valid, unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. CANCELLATION/TERMINATION:
 - A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
 - B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
 - C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH may meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

EXHIBIT D

Service Revolving Fund (SRF) Directive – Payment By Wire Transfer

SERVICE REVOLVING FUND (SRF) DIRECTIVE

Number: SRF # 1025	Subject: PAYMENT BY WIRE TRANSFER	Date Issued: REV 10/2018
References: SAM Section <u>8091</u>		

PURPOSE

To outline the process for a private company to set up wire transfer documents with their banking institution in making payments to the State of California, Department of General Services (DGS).

PROCEDURES

The following instructions are for the private company and their banking institution, the DGS Office contact person, and the DGS SRF Receivables Analyst in requesting and processing wire transfers:

A. APPROVAL REQUESTED TO TRANSFER FUNDS INTO DGS ACCOUNT

Either the private company or the DGS Office is to contact SRF Receivable Analyst by E-mail at SRFFISCALSERVICES@dgs.ca.gov to obtain **approval to wire transfer funds into the DGS Account**. The following information is needed along with any pertinent data that would help identify the nature of the payment:

1. Company Name
2. Company Representative (name, phone, e-mail and fax number)
3. DGS Office contact person name
4. Escrow Account Number
5. Reason for payment
6. Amount

If you have any questions regarding the wire transfer process, please contact SRF Receivables Analyst by E-mailing to SRFFISCALSERVICES@dgs.ca.gov or by phone at 916-376-5182.

B. WIRE TRANSFER PROCESS

1) PRIVATE COMPANY & BANKING INSTITUTION

Provide your banking institution with the following information to set up wire transfer payments to DGS (banking customer is responsible for the payment of any processing fee):

ABA Routing Number: 026009593
Account Number: 14360-80784

Department of General Services
OFS - SRF Fiscal Services
707 Third Street, 10th Floor
West Sacramento, CA 95605

2) DGS OFFICE CONTACT PERSON

Provide DGS OFS 2028 Report of Check/Cash Collection to the SRF Receivable Analyst as soon as you know that a wire transfer payment is in process. This will ensure the money is recorded properly in the Financial Information System for California (FI\$Cal) Accounts Receivable Module.

3) DGS SRF RECEIVABLES ANALYST

Once the wire transfer has been made, SRF Receivable Analyst will run the State Treasury Bank of America Report and apply the transfer using the Report of Check/Cash Collection or the E-mail from the private company or the DGS Office to record the transfer of funds in FI\$Cal.

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

1. Resignations/Retirements, effective as noted:

Boardwine, Joseph	Resignation	6/30/24
Carter, Christine	Resignation	6/30/24
Dayton, Lorena	Retirement	5/24/24
Robertson, Steven	Retirement	5/24/24
Ward, Mary	Retirement	5/24/24

2. Employment:

A. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Albaghdadi, Taif	2/27/24
Aristsa, Pheobe	3/26/24
Baray, Amy	3/25/24
Chan, Grace	3/20/24
Gendreau, Andrew	4/4/24
Gianni, Danielle	3/11/24
Gutierrez, Mayte	1/24/24
Hernandez-Ramirez, Cesar	4/1/24
Janus, Lois	3/15/24
Johnson, Kendall	3/18/24
Luna, Sunny	4/2/24
Provenzano, Allison	2/27/24
Rodriguez, Clarrissa	3/22/24
Samleang, Boris	4/1/24
Sanchez Jr., Manuel	3/7/24
Shen, Jeffrey	3/13/24
Snyder, Caroline	3/1/24
Sun, Jesse	2/26/24
Wilson, Ariel	3/12/24

B. Media Specialist(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Vera, Jecenia	3/11/24	4	5

C. Day-to-Day Substitute Counselor(s), effective as noted:

Rodriquez, Clarissa	3/22/24
---------------------	---------

D. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2023-24 with pay per military contract holding a Preliminary Designated Subjects Credential for ROTC and a Certificate of Completion of Staff Development Waiver to fulfill California Education Code 44253.1, effective as noted:

Medina Ocasio, Freddy	3/18/24	\$7,201.35	Anaheim High School
-----------------------	---------	------------	---------------------

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 2 of 17

E. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Gonzalez, Anita Psychologist	3/12/24	31	1

F. Administrator Salary Placements/Temporary, effective as noted:

		<u>Range</u>	<u>Step</u>
Salazar, Nicole Psychologist	3/1/24	31	1

3. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2023-24, effective as noted: (General Funds)

Lieu, Daniel	1/29/24
Park, Ruth	1/29/24

B. National Board for Professional Teaching Standards Stipend (NBPTS), to the following individual(s) for an earned National Board Certification stipend, effective as noted: (NBPTS Funds)

Ledterman, Caylin	12/9/23
-------------------	---------

C. AUHSD Summer Language Academy (SLA), Teachers will be paid at the miscellaneous hourly rate of pay listed in the ASTA bargaining agreement. SLA hours will vary depending on the planned activities and will be in session from June 3, 2024, through June 27, 2024. (Title III Funds)

Esquivel, Savannah
Fitzgerald, Melissa
Gomez-Ramos, Leslie
Hoang, Vy
Mousa, Lina
Renteria-Paez, Karen

D. CTC Teacher Residency Program Stipend, to be paid to the following individuals for student- teacher preparation costs including tuition and fees at UCI and CSUF for the 2023-24 school year. The total annual amount of \$12,000 per student-teacher to be paid in equal semester installments, effective August 9, 2023. (CTC Residency Grant Funds))

Arista, Phoebe
Magana, Daniel
Ragus, Tom
Shen, Jeffrey
Zambrano, Daisy

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 4 of 17

- H. Summer Program Substitutes, to be paid to the following individual(s), at the daily substitute rate of \$190 per person. Days will vary depending on the need at each school site and will be in session from June 3, 2024, through July 3, 2024. (Title III Funds)

Eugenio, Jesus
Pacheco Osorio, Abril
Webber, Alexandra

4. Education Code/California Regulation Authorization:

Approval to Teach Other Subject Areas, for the following teachers to teach out of their majors as authorized under their Standard Secondary, Single Subject, or Multiple Subject teaching credential based on the following Education Codes. The required units of coursework in the specific subject area have been met.

Education Code 44258.3

For academic assignments, holders of Credential other than emergency permits may be assigned to teach academic departmentalized classes in K-12 provided:

1. Local board/Assignment Committee to verify adequacy of subject knowledge.
2. Bargaining unit is notified of each assignment
3. Assignment is limited to district/school site verifying adequacy

Name	Subject	School Site
Abuhadwan, Mohammad	Industrial & Technology Education	Ball
Aihara, Joseph	Physical Education	Western
Alvarado, Brianna	Science: Biological Sciences	South
Alvarez, Jose	Physical Education	Kennedy
Ayala, Carlos	Art	Katella
Barrera, Miguel	Health Science	Magnolia
Bidwell, Matthew	Industrial & Technology Education	South
Brazil, Frank	Physical Education	Katella
Brunet, Patricia	Science: Chemistry	Cypress
Clark, George	Science: Biological Sciences	Western
Cornelius, Jeff	Industrial & Technology Education	Ball
Cornelius, Jeff	Science: Biological Sciences	Ball
Cummings, Rosezetta	Industrial & Technology Education	Lexington
Daneguldberg, Ethan	Theatre	Katella
Davis, Carlo	Physical Education	Katella
Day, Russell	Industrial & Technology Education	Lexington
Doherty, Erin	Science: Biological Sciences	Cypress
Dominguez, Scott	Physical Education	Loara
Elliott, David	Science: Biological Sciences	Lexington

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 5 of 17

Fong, Catherine	Industrial & Technology Education	Oxford
Fumelle, Anne	Psychology	Magnolia
Garabedian, Phil	Science: Biological Sciences	Savanna
Hansen, Troy	Business	Orangeview
Hansen, Troy	Industrial & Technology Education	Orangeview
Hemingway, Robert	Science: Biological Sciences	Dale
Hind, Jane	English	Oxford
Hodgson, Stephanie	Business	Lexington
Hoffman, William	Industrial & Technology Education	Orangeview
Hogencamp, Jon	Industrial & Technology Education	Savanna
Jacobsen, Desiree	Art	Walker
Keledijan, Jamie	Health Science	Magnolia
King, Don	Industrial & Technology Education	Cypress
King, Sharon	Industrial & Technology Education	Anaheim
Leavitt	Industrial & Technology Education	Western
Licata, James	Business	Lexington
Lujan, Debra	Science: Biological Sciences	Katella
Marquez, Lisa	Mathematics	South
Mc Bride, Shawn	Industrial and Technology Education	Sycamore
Mc Querrey, Christopher	Business	Sycamore
Mundi Jr, Frank	Industrial & Technology Education	Ball
Nelson, Dennis	Physical Education	Savanna
Nelson, Machenzie	Industrial & Technology Education	Orangeview
Nguyen, Bich	Health Science	Magnolia
Pamenter, Richard	Mathematics	Savanna
Parson, Joshua	Physical Education	Kennedy
Ramirez, Alejandro	Physical Education	Savanna
Rochin, Richard	Business	Brookhurst
Ruvalcaba, Rogelio	Mathematics	Western
Savla, Heena	Mathematics	Loara
Schultz, Matthew	Physical Education	Savanna
Shoemaker, Brion	Business	Dale
Shueh, Dolly	Business	Oxford
Stone, Reihle	Industrial & Technology Education	Western
Takehara, Shinichi	Industrial and Technology Education	Walker
Thoma Lundberg, Jon	Science: Biological Sciences	Cypress
Tran, Trinh	Social Science	Savanna
Trevett, David	Social Science	Ball
Van Berkum, Sarah	Business	Kennedy
Warner, Travis	Physical Education	Kennedy
Weir, Tiffany	Social Science	Kennedy

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 6 of 17

White, Michael	Physical Education	Savanna
Yoon, Paul	Business	Savanna
Zelaya, Kevin	Science: Physics	Western
White, Michael	Physical Education	Savanna

Education Code 44258.7 (c) & (d)

For electives and special assignments, a teacher having a special skill or preparation outside of credential authorization may, with consent, be assigned to teach an elective course in the area of special skill. Assignment requires prior approval by a committee established by Board and Superintendent action.

Name	Subject	School Site
Anderson, Leslie	Yearbook	Walker
Ayala, Carlos	Physical Education Elective - Interscholastic Athletics	Katella
Azevedo, Cody	Yearbook	Dale
Britton, Bobby	JROTC Drill PE 1 & PE 2	Magnolia
Cuevas, Silvia	CE746 Exp Biotech-R	Sycamore
Fuega, Poutoa	JROTC Drill PE 1 & PE 2	Magnolia
Garcia, Breysi	PE 1 - Marching Band	Anaheim
Garcia, Jordanne	PE Elective - Interscholastic Athletics	Western
Garcia, Juanis	PE Elective - Interscholastic Athletics	Western
Gastelum, Daniel	JROTC Drill PE 1 & 2	Western
Goossens, Kristen	Physical Education Elective - Interscholastic Athletics	Katella
Gutierrez, Joby	Introduction of Public Services; Pub Safety Acad	Sycamore
Harlan, Dylan	PE 1, Marching Band, Concert and Symphonic Band	Katella
Heath, Danielle	Yearbook	Oxford
Hench, Sandra	Physical Education II- Marching Band	Western
Holton, Kerri	Physical Education Elective - Interscholastic Athletics	Loara
Jankowski, David	Physical Education Elective - Interscholastic Athletics & Weight Training and Fitness	Kennedy
Kim, Catherine	Journalism	Dale
Lang, Casey	PE Elective - Interscholastic Athletics	Anaheim
Luethke, Donald	PE 1, PE Elective - Interscholastic Athletics	Western
McCall, Erik	JROTC Drill PE 1 & PE 2	Kennedy
Melgoza, Jacob	Physical Education II - Marching Band	Loara
Metry, Susan	PE 1, PE Elective - Interscholastic Athletics;	Cypress

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 7 of 17

Mikesell, David	Physical Education Elective - Interscholastic Athletics	Katella
Mundi Jr, Frank	Yearbook	Ball
Pearce, Jerry	JROTC Drill PE 1 & 2	Western
Penaloza Cardenas, Fernando	Physical Education I & II- Marching Band	Savanna
Pittington, Tonya	PE 1 - Athletics	Katella
Rolph, Neil	Physical Education Elective - Interscholastic Athletic	Loara
Sporn, Dana	Yearbook	Katella
Tolliver, Jeffrey	JROTC Drill PE 1 & PE 2	Katella
Wang, Dean	Physical Education Elective - Interscholastic Athletics	Kennedy
Watson, Jeffery	Yearbook	Orangeview
WongWui, Mino	JROTC Drill PE 1 & PE 2	Katella
Yim, Aaron	Physical Education I & II- Marching Band	Magnolia

California Regulation Title 5 §80005(b)

For elective subjects where no credential exists that authorizes the curriculum, a credentialed teacher whose knowledge and training best fulfills the needs of the students may teach, with their consent, in such assignment. Title 5 §80005(b) allows an employing agency to select an individual who holds a credential based on a bachelor’s degree and a teacher preparation program including student teaching and approved subject area knowledge and training. An individual who holds an emergency permit, teaching permit, internship, or waiver may not serve in this type of assignment.

Name	Subject	School Site
Almaraz, Michelle	AVID	Anaheim
Alvarado, Rogelio	AVID	Savanna
Arellano, Jaime	APEX	Anaheim
Atkinson, Dorothy	Student Government	Orangeview
Balmages, Carolyn	AVID	South
Binford, Sarah	ASB Leadership	Cypress
Chang, Dolly	Student Government	Walker
Chylinski, Paul	ASB Leadership	Loara
Cobleigh, Michael	ASB Leadership	Cypress
Cornelius, Jeff	Stu Government	Ball
Daddario, Sara	ASB Leadership	Kennedy
Davis, Valencia	AVID	Loara
Dayton, Lorena	ASB Leadership	Magnolia

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 8 of 17

Duncan, Michelle	Link Crew Lead	Katella
Ellis, Sean	Student Government	Lexington
Esquivel, Savannah	AVID	Dale
Garrett, Megan	APEX	Anaheim
Graham, Melissa	AVID	Katella
Grefe, Rachel	AVID	Loara
Guerrero, Heather	AVID; Student Government	Sycamore
Guppy, William	AVID	Orangeview
Hernandez, Kacie	Link Crew Lead	Savanna
Hernandez, Sarah	Link Crew	Savanna
Herrera, Kacie	ASB Leadership	Savanna
Jackson, Norma	Life Skills	Cypress
Jacobsen, Desiree	AVID	Walker
Jurado, Nicole	AVID	Anaheim
Jurado, Uriel	AVID	Anaheim
Kanaly, Krisdee	AVID	Western
Ludeman, Tisha	AVID	Brookhurst
Martin, Richard	AVID	Loara
Metcalfe, Angela	APEX	Anaheim
Miranda, Sussanne	AVID	Dale
Mutrais, Verana	Student Government	Walker
Nelson, Machenzie	AVID	Orangeview
Pina, Jaasmin	AVID	Katella
Rahill, Jennifer	AVID	Katella
Rippon, Matthew	AVID	Anaheim
Rittel, Tori	AVID	Western
Rodarte, Jacqueline	ASB Leadership	Anaheim
Schwartz, Andra	AVID	Walker
Slagle, Michael	AVID	Savanna
Valenzuela, Sarah	AVID	Savanna
Valeriano, Arthur	AVID	Ball
Wager, Douglas	ASB Leadership	Anaheim
Wilmoth, Scott	ASB Leadership	Katella
Zambrano, Erik	APEX	Anaheim
Grefe, Rachel	AVID	Loara
Guerrero, Heather	AVID; Student Government	Sycamore
Guppy, William	AVID	Orangeview
Hernandez, Kacie	Link Crew Lead	Savanna
Hernandez, Sarah	Link Crew	Savanna
Herrera, Kacie	ASB Leadership	Savanna
Jackson, Norma	Life Skills	Cypress

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 9 of 17

Jacobsen, Desiree	AVID	Walker
Jurado, Nicole	AVID	Anaheim
Jurado, Uriel	AVID	Anaheim
Kanaly, Krisdee	AVID	Western
Ludeman, Tisha	AVID	Brookhurst
Schwartz, Andra	AVID	Walker
Slagle, Michael	AVID	Savanna
Valenzuela, Sarah	AVID	Savanna
Valeriano, Arthur	AVID	Ball
Wager, Douglas	ASB Leadership	Anaheim
Wilmoth, Scott	ASB Leadership	Katella
Zambrano, Erik	APEX	Anaheim

Education Code 44865

Provides staffing options for specific alternative setting that allows teaching outside of a teacher’s credentialed areas. These include continuation schools, opportunity schools, independent study, and alternative schools.

Name	Subject	School
Adams, Clare	Alternative Education	Gilbert
Arellano, Geisy	Alternative Education	Polaris
Arellano, Jaimie	Independent Study	Anaheim ILC
Barrios - Gracian, Lizzette	Alternative Education	Gilbert
Bonales, Gilberto	Alternative Education	Gilbert
Broad, Tera	Independent Study	Katella IS
Buker, April	Alternative Education	Gilbert
Camarena, Jenni	Alternative Education	Gilbert
Chastain, Gregory	Independent Study	Katella IS
Chastain, Gregory	Independent Study	Kennedy IS
Cho, Tom	Alternative Education	Gilbert
Chong, Catarina	Independent Study	Katella IS
Cruchley, Lara	Independent Study	Western ILC
Dechene, John	Alternative Education	Gilbert
Denunno, Megan	Alternative Education	Polaris
Esparza, Stephanie	Alternative Education	Polaris
Esperanza, Cori	Independent Study	Anaheim ILC
Ferrufino, Ben	Alternative Education	Gilbert
Frese, Janelle	Alternative Education	Gilbert
Garcia, Juanis	Independent Study	Western ILC

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 10 of 17

Glenn, Mark	Alternative Education	Gilbert
Heida, Mallory	Alternative Education	Gilbert
Hickman, Karen	Alternative Education	Polaris
Hughes, Scott	Independent Study	Western ILC
Huisman, Matthew	Independent Study	Katella IS
Huisman, Matthew	Independent Study	Kennedy IS
Karels, Laura	Independent Study	Kennedy IS
Leininger, Frederick	Alternative Education	Polaris
Lopez, Mark	Alternative Education	Gilbert
Maessen, Monique	Alternative Education	Gilbert
Michel, Brady	Alternative Education	Gilbert
Nakayama, Robert	Alternative Education	Gilbert
Nguyen, Pete	Independent Study	Western ILC
Okula, Eric	Independent Study	Kennedy IS
Oquendo, Efrain	Alternative Education	Gilbert
Ortega-Gomez, Veronica	Alternative Education	Gilbert
Pakiser, Scott	Independent Study	Kennedy IS
Park, Ruth	Alternative Education	Polaris
Pierson, Brian	Alternative Education	Gilbert
Ramirez, Oscar	Independent Study	Anaheim ILC
Resch, Nicole	Alternative Education	Gilbert
Roberts, Steven	Alternative Education	Polaris
Romo, Helen	Independent Study	Katella IS
Scanlon, Steven	Alternative Education	Polaris
Schmidt, Nolan	Alternative Education	Gilbert
Schwartz, Joel	Independent Study	Kennedy IS
Shickler, Edward	Alternative Education	Gilbert
Shoup, Stacy	Alternative Education	Polaris
Shoup, Stacy	Independent Study	Kennedy IS
Sosa, Kandyce	Alternative Education	Gilbert
Stift, Ian	Alternative Education	Gilbert
Thai, Jenny	Alternative Education	Polaris
Thai, Jenny	Independent Study	Katella IS
Thayer, Jennifer	Alternative Education	Gilbert
Tuparan, Luis	Alternative Education	Gilbert
Uribe, Lilianna	Independent Study	Anaheim ILC

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 11 of 17

5. Correction to Seniority date for ASTA unit member(s):

<u>NAME</u>	<u>ORIGINAL SENIORITY DATE</u>	<u>CORRECTED SENIORITY DATE</u>
Brazil Jr., Frank	9/7/2004	9/4/2007
Campbell, Robert	10/16/2006	10/9/2006
Chastain, Gregory	8/29/2001	9/7/2004
Deck Jr., Robert	8/29/2001	8/30/2000
Erickson, Brian	4/11/2014	8/21/2014
Frasco, Robert	8/29/2001	9/6/2005
Hoffman, William	10/16/2006	9/18/2008
Hokuf, Brandy	9/7/2001	9/2/2003
Mikuni, Michael	1/23/2015	8/10/2015
Palomino Jr., Ramon	9/3/2003	9/6/2005
Ramirez, Alejandro	10/01/2007	8/27/2009
Resch, Nicole	9/7/2004	9/2/2008
Ruiz, Anabertha	9/7/2004	9/5/2006
Shank, Dane	9/7/2004	9/6/2005
Tweed, Katrina	9/5/2006	9/6/2005
Vasquez-Bruno, Allyson	8/8/2022	8/7/2023
Wright, Gary	8/29/2001	9/2/2003

6. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Banales, Andre	4 1	4 2	2/16/24
Vera, Jecenia	4 5	4 7	3/11/24

7. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	<u>Salary</u>	<u>Effective</u>
Britton, Bobby	\$9,353.68	1/1/2024
Fuega, Poutoa	\$7,422.31	1/1/2024
Gastelum, Daniel	\$9,234.91	1/1/2024
McCall, Erik	\$11,423.68	1/1/2024
Rundblade, Rodney	\$8,866.91	1/1/2024
Tolliver, Jeffrey	\$8,009.01	1/1/2024
Truby, Richard	\$7,267.46	10/1/2023
Truby, Richard	\$7,819.35	1/1/2024
Wongwui, Mino	\$8,287.78	1/1/2024

8. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Alvasalgado, Oscar	3/19/24
Chavez, Azalea	3/4/24
Donis, Marvin	3/13/24
Figueroacarmona, Edgar	3/13/24
Finch, Max	4/3/24
Gersjes, Andrew	3/8/24

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 12 of 17

Godinez, Jose	3/19/24
Gonzalez, David	2/26/24
Gutierrez, Jacob	2/26/24
Imbrogno, Jakob	3/8/24
Jacobo, Rocio	3/5/24
Johnson, Monica	4/6/24
Kane, Jennifer	4/1/24
Komoda, Dane	4/6/24
Komoda, Tara	4/6/24
Lang, Yoshado	3/2/24
Lim, Hojung	1/16/24
Mallonee, Steven	3/6/24
Medina Nolasco, Mistysophis	3/19/24
Melgar, Ana del Carmen	3/6/24
Moreno, Miguel	3/13/24
Nagata, Natalia	4/2/24
Ortiz, Mikiztli	3/22/24
Paik, Sophia	2/26/24
Parekh, Sangeeta	3/5/24
Pho, Khailinh	3/26/24
Price, Kevin	3/23/24
Price, Renee	3/23/24
Qi, Vanessa	3/26/24
Ravaglia, Ashlee	3/5/24
Romero, Jazmine	4/2/24
Rose, Janea	3/13/24
Sanchez, Isidro	4/6/24
Sanchez, Luis Javier	3/11/24
Schoffstall, Marilou	3/4/24
Solorio, Jazmine	3/27/24
Ta, Andy	4/5/24
Villagomez, Brandon	3/27/24
Wi, Heather	3/22/24
Williams, Frederick	3/13/24

9. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Bogher, Megan Swimming, Assistant	\$3,595	Season	2/1/24
Butler, Randy Swimming, Assistant	\$3,595	Season	2/1/24
Gomez, Vincent Swimming, Assistant	\$3,595	Season	2/1/24
Hernandez II, Joe Baseball, Assistant	\$3,983	Season	2/1/24

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 13 of 17

Prieto, Brittany Softball, Assistant	\$3,983	Season	2/1/24
Sanchez, Guadalupe Swimming, Assistant	\$3,595	Season	2/1/24
<u>Ball</u> McManus, Mallory Softball, Assistant	\$2,186	4 th Quarter	3/11/24
Ramirez, Andrew Track	\$2,956	4 th Quarter	3/11/24
Reyes, Gerardo Volleyball	\$2,956	4 th Quarter	3/11/24
Small, Rebena Volleyball	\$2,956	4 th Quarter	3/11/24
Underwood Jr., Jerry Softball	\$2,956	4 th Quarter	3/11/24
<u>Brookhurst</u> Aguilar, Alexis Softball, Assistant	\$2,186	4 th Quarter	3/11/24
Marrero, Adolfo Track	\$2,956	4 th Quarter	3/11/24
Torres, Tony Volleyball	\$2,956	4 th Quarter	3/11/24
<u>Cypress</u> Manliguis, Hailey Volleyball, Asst./Lower Level	\$3,595	Season	2/1/24
<u>Katella</u> Gallagher, Aimee Dance, Assistant	\$1,889.50	2 nd Semester	1/8/24
<u>Kennedy</u> Hyde, Jeff Track, Asst./Lower Level	\$3,595	Season	2/1/24
Leonard, Thomas Track	\$4,990	Season	2/1/24
Parsons, Joshua Band	\$3,236	2 nd Semester	1/8/24
Rotherham, Nicholas Track, Assistant	\$3,595	Season	2/1/24

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 14 of 17

Lexington

Manliguis, Corey Volleyball, Assistant	\$2,956	4 th Quarter	3/1/24
---	---------	-------------------------	--------

Loara

Carrillo, Jose Softball, Assistant	\$3,983	Season	2/1/24
---------------------------------------	---------	--------	--------

Navarrete, Humberto De Jesus Volleyball, Assistant	\$3,595	Season	2/1/24
---	---------	--------	--------

Tran, Duy-Thien Volleyball	\$4,418	Season	2/1/24
-------------------------------	---------	--------	--------

Magnolia

Truong, Jenny Drill	\$3,236	2 nd Semester	1/8/24
------------------------	---------	--------------------------	--------

Orangeview

Arcos, Marco Softball	\$2,956	4 th Quarter	3/11/24
--------------------------	---------	-------------------------	---------

Escalera-Salas, Alex Volleyball	\$2,956	4 th Quarter	3/11/24
------------------------------------	---------	-------------------------	---------

Key, Martha Accompanist	\$744	2 nd Semester	1/8/24
----------------------------	-------	--------------------------	--------

Preciado, Elvia Track	\$2,956	4 th Quarter	3/11/24
--------------------------	---------	-------------------------	---------

Oxford

Barnett, Xavier eSports	\$3,236	2 nd Semester	1/8/24
----------------------------	---------	--------------------------	--------

Clifton, David Softball, Assistant	\$3,983	Season	2/1/24
---------------------------------------	---------	--------	--------

Comerford, Allan Volleyball	\$3,983	Season	2/1/24
--------------------------------	---------	--------	--------

Dy, Geoffrey Tennis, Assistant	\$3,595	Season	2/1/24
-----------------------------------	---------	--------	--------

Eastin, Robert Tennis	\$3,983	Season	2/1/24
--------------------------	---------	--------	--------

Hallam, Charles Softball, Assistant	\$3,983	Season	2/1/24
--	---------	--------	--------

Kim, Jaclyn Band	\$1,889.50	2 nd Semester	1/8/24
---------------------	------------	--------------------------	--------

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 15 of 17

Kim, Jaclyn Band, Assistant Director	\$1,889.50	2 nd Semester	1/8/24
Kim, Jaclyn Band, Jazz	\$912	2 nd Semester	1/8/24
Lopez, Robert Tennis, Assistant	\$3,595	Season	2/1/24
Mc Jilton, Stephen Track	\$4,990	Season	2/1/24
Nguyen, Ashton Swimming	\$4,418	Season	2/1/24
Nguyen, Brandon Swimming, Assistant	\$3,595	Season	2/1/24
Patel, Ashish Tennis, Assistant	\$3,595	Season	2/1/24
Pena, Brenda Volleyball, Assistant	\$3,595	Season	2/1/24
Pham, Rick Dance	\$2,209	2 nd Semester	1/8/24
Polk, W Track	\$4,990	Season	2/1/24
Senglaub, Gregory Baseball, Assistant	\$3,983	Season	2/1/24
Spuur, Jared Swimming, Assistant	\$3,595	Season	2/1/24
Ta, Dominick Swimming, Assistant	\$3,595	Season	2/1/24
Tran, Shirley Track, Assistant	\$3,559	Season	2/1/24
Bosskuhler, Derek Golf	\$3,595	Season	2/1/24
Whitney, Kacey Softball, Assistant	\$3,983	Season	2/1/24
Williams, Casey Baseball, Assistant	\$3,983	Season	2/1/24

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 16 of 17

Savanna

Felix, Joseph
eSports \$1,194.90 2nd Semester 1/8/24

Shanteler, Renee
Band, Assistant \$1,889.50 2nd Semester 1/8/24

South

Canas, Arleen
Track \$2,956 4th Quarter 3/11/24

Ortiz, Destiny
Track \$2,956 4th Quarter 3/11/24

Price, Diondre
Volleyball \$2,956 4th Quarter 3/11/24

Torres, Nicholas
Volleyball \$2,956 4th Quarter 3/11/24

Sycamore

Jimmerson, Marcus
Track \$2,956 4th Quarter 3/11/24

Walker

Matthews, Kram
Softball, Assistant \$2,186 4th Quarter 3/11/24

Nguyen, Lauren
Volleyball \$2,956 4th Quarter 3/11/24

Noory, Mohammad
Track \$2,956 4th Quarter 3/11/24

Pickel, Degala
Volleyball \$2,956 4th Quarter 3/11/24

Rahe, Nicholas
Track \$2,956 4th Quarter 3/11/24

Western

Alvarez, Noah
Baseball, Asst./Lower Level \$3,983 Season 2/1/24

Davidson, Jeremy
Baseball \$4,990 Season 2/1/24

Gistlinck, David
Baseball, Asst./Lower Level \$3,983 Season 2/1/24

Gonzalez, Raul
Swimming \$3,983 Season 2/1/24

Human Resources Division, Certificated Personnel

Board of Trustees
April 18, 2024

Page 17 of 17

Harrison, Lisa Swimming, Asst./Lower Level	\$3,595	Season	2/1/24
Kahssay, Munir Track, Asst./Lower Level	\$3,595	Season	2/1/24
Perez, Garrett Volleyball, Asst./Lower Level	\$3,595	Season	2/1/24
Moreno, Alyssa Cheer *REVISED	\$3,326	2 nd Semester*	1/8/24

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

1. **Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective</u>
Duriga, Raymond Instructional Assistant – Adult Transition	Loara High School	04/02/2024
Green, Emelie Instructional Assistant – Specialized Academic Instruction	Magnolia High School	03/04/2024
Lopez, Gabriela Human Resources Technician	Human Resources - Classified Department	03/26/2024
Mix, Rachel Instructional Assistant – Adult Transition	Gilbert High School	03/06/2024
Perales, Iliana Instructional Assistant – Behavioral Support	Walker Jr. High School	03/15/2024
Racowski, Nicholas Instructional Assistant – Specialized Academic Instruction	Western High School	04/01/2024
Vilardo, Maryann Instructional Assistant – Behavioral Support	Hope School	02/23/2024

2. **Employment, effective as noted:**

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Aguirre Gonzalez, Ana Food Services Assistant I	41/04	03/11/2024
Berber, Benjamin Custodian	48/01	02/26/2024
Bruestle, Marizela Food Services Assistant I	41/04	02/26/2024
Dao, Vikki Instructional Assistant – Behavioral Support	51/01	03/04/2024
Diaz, Samantha Instructional Assistant – Behavioral Support	51/01	03/04/2024
Dircio Martinez, Luis School Library Media Technician	51/06	03/18/2024

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

Page 2 of 9

Flores, Nino Jose Instructional Assistant – Behavioral Support	51/01	03/11/2024
Flores, Patricia Instructional Assistant – Adult Transition	51/01	04/01/2024
Garner, Jill Instructional Assistant – Adult Transition	51/05	04/01/2024
Green, Emelie Instructional Assistant – Specialized Academic Instruction	43/04	03/04/2024
Guerrero, Isaiah Custodian	48/01	03/18/2024
Gulati, Rajiv Instructional Assistant – Specialized Academic Instruction	43/06	04/01/2024
Herrera, Rubi Instructional Assistant – Behavioral Support	51/01	03/11/2024
Lopez, Ricardo Instructional Assistant – Behavioral Support	51/01	03/11/2024
Maldonado, Arturo Instructional Assistant – Specialized Academic Instruction	43/01	02/26/2024
Murillo, Andrea Instructional Assistant – Specialized Academic Instruction	43/01	03/18/2024
Nauta, Alyssa Instructional Assistant – Specialized Academic Instruction	43/01	02/26/2024
Peralta, Benjamin Campus Safety Aide	43/04	02/29/2024
Perez, Angel Licensed Vocational Nurse	55/01	02/29/2024
Ramirez, Jose Instructional Assistant – Behavioral Support	51/01	04/01/2024
Robles, Nancy Food Services Assistant I	41/04	03/19/2024

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

Page 3 of 9

Ruiz, Karla Instructional Assistant – Specialized Academic Instruction	43/03	03/12/2024
--	-------	------------

Salgado Ramirez, Yesenia Campus Safety Aide	43/03	04/01/2024
--	-------	------------

Sheppard, Danielle Licensed Vocational Nurse	55/01	03/04/2024
---	-------	------------

Sosa, Santiago Food Services Assistant I	41/04	03/18/2024
---	-------	------------

Torres, Vanessa Food Services Assistant I	41/04	03/14/2024
--	-------	------------

Villanueva, Raul Instructional Assistant – Behavioral Support	51/01	03/04/2024
--	-------	------------

Promotions:

Perales, Celena Instructional Assistant – Behavioral Support	51/01	03/06/2024
---	-------	------------

Substitute Employees:

Alejandro Gonzalez, Gerardo Arts Professional Expert II	\$40/Hr.	03/21/2024
--	----------	------------

Arroyo, Remy Arts Professional Expert II	\$40/Hr.	03/25/2024
---	----------	------------

Baguioro, Jebbangelo Arts Professional Expert II	\$40/Hr.	03/25/2024
---	----------	------------

Brown, Shalawn Substitute Bus Driver	55/03	03/04/2024
---	-------	------------

Browne Buss, Autumn Arts Professional Expert II	\$40/Hr.	03/12/2024
--	----------	------------

Burdick, Alexandria Arts Professional Expert II	\$40/Hr.	03/12/2024
--	----------	------------

Burns-Chay, Alexander Arts Professional Expert II	\$40/Hr.	03/07/2024
--	----------	------------

Call, Samuel Arts Professional Expert I	\$25/Hr.	04/01/2024
--	----------	------------

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

Page 4 of 9

Cisneros, Blanca Substitute Instructional Assistant – Adult Transition	51/01	03/24/2024
Cisneros, Blanca Substitute Instructional Assistant – Behavioral Support	51/01	03/24/2024
Cisneros, Blanca Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	03/24/2024
Cisneros, Blanca Substitute Instructional Assistant – Specialized Academic Instruction	43/01	03/24/2024
Cisneros, Edward Arts Professional Expert II	\$40/Hr.	03/05/2024
Croissant, Kana Arts Professional Expert II	\$40/Hr.	03/06/2024
El Ghossaini, Rami Arts Professional Expert II	\$40/Hr.	03/18/2024
Forte, Matthew Arts Professional Expert II	\$40/Hr.	02/26/2024
Gonzalez, Ruth Substitute Office Assistant	43/01	02/27/2024
Gonzalez, Ruth Substitute Office Assistant - Bilingual	47/01	02/27/2024
Gonzalez, Ruth Substitute Secretary	51/01	02/27/2024
Gonzalez, Ruth Substitute Secretary - Bilingual	53/01	02/27/2024
Gordon, Stephanie Arts Professional Expert II	\$40/Hr.	02/26/2024
Gumpertz, Jeffrey Arts Professional Expert II	\$40/Hr.	02/28/2024
Han, Christine Arts Professional Expert II	\$40/Hr.	02/29/2024
Hansen, William Arts Professional Expert II	\$40/Hr.	03/07/2024

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

Page 5 of 9

Harper, Christian Arts Professional Expert II	\$40/Hr.	03/14/2024
Hernandez Gutierrez, Ivon Substitute Instructional Assistant – Adult Transition	51/01	02/28/2024
Hernandez Gutierrez, Ivon Substitute Instructional Assistant – Behavioral Support	51/01	02/28/2024
Hernandez Gutierrez, Ivon Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/28/2024
Hernandez Gutierrez, Ivon Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/28/2024
Jackson, Joleen Substitute Bus Driver	55/03	03/06/2024
Jimenez Maldonado, Miguel Arts Professional Expert I	\$25/Hr.	04/01/2024
Jones, Richard Arts Professional Expert II	\$40/Hr.	02/28/2024
Kim, Jiyoan Arts Professional Expert II	\$40/Hr.	02/28/2024
Kim, Noel Arts Professional Expert II	\$40/Hr.	02/26/2024
Kough, Jamie Arts Professional Expert II	\$40/Hr.	03/12/2024
Licea, Andres Substitute Human Resources Technician	57/02	03/28/2024
Martinez, Maria Arts Professional Expert II	\$40/Hr.	02/28/2024
McGuire, Alexis Arts Professional Expert II	\$40/Hr.	03/07/2024
McRae, Lydia Substitute Instructional Assistant – Adult Transition	51/01	03/19/2024

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

Page 6 of 9

McRae, Lydia Substitute Instructional Assistant – Behavioral Support	51/01	03/19/2024
McRae, Lydia Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	03/19/2024
McRae, Lydia Substitute Instructional Assistant – Specialized Academic Instruction	43/01	03/19/2024
Mejia Garcia, Noe AVID Tutor	\$16/Hr.	02/29/2024
Mendez, Valerie Arts Professional Expert II	\$40/Hr.	02/26/2024
Mohamed, Mohamed Substitute Campus Safety Aide	43/03	02/26/2024
Moreno, Alexis Arts Professional Expert II	\$40/Hr.	03/04/2024
Navales, Ryan Arts Professional Expert II	\$40/Hr.	02/28/2024
Neri, Arianna Arts Professional Expert II	\$40/Hr.	02/26/2024
Nguyen, Michael Arts Professional Expert II	\$40/Hr.	02/26/2024
Palacios, Alejandro Tutor	\$16/Hr.	03/18/2024
Pappas, Daniel Arts Professional Expert II	\$40/Hr.	03/04/2024
Pelt, Derak Substitute Custodian	48/01	03/13/2024
Pittman, Caleb Substitute Bus Driver	55/03	03/01/2024
Pitts, Mareek Tutor	\$16/Hr.	02/28/2024
Potter, Margaret Arts Professional Expert II	\$40/Hr.	03/12/2024

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

Page 7 of 9

Ramirez, Alkaid Arts Professional Expert II	\$40/Hr.	03/25/2024
Reynolds-Rivas, Krystalyne Arts Professional Expert II	\$40/Hr.	04/01/2024
Rodriguez, Anthony Arts Professional Expert II	\$40/Hr.	02/26/2024
Rueda, Irvin Arts Professional Expert II	\$40/Hr.	03/04/2024
Ruiz, Jorge Arts Professional Expert II	\$40/Hr.	03/07/2024
Rumbolt, Jeffrey Substitute Instructional Assistant – Adult Transition	51/01	04/01/2024
Rumbolt, Jeffrey Substitute Instructional Assistant – Behavioral Support	51/01	04/01/2024
Rumbolt, Jeffrey Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	04/01/2024
Rumbolt, Jeffrey Substitute Instructional Assistant – Specialized Academic Instruction	43/01	04/01/2024
Russell, Michael Arts Professional Expert II	\$40/Hr.	02/26/2024
Samuel, Elijah Arts Professional Expert II	\$40/Hr.	02/26/2024
Santamaria, Jesus Arts Professional Expert II	\$40/Hr.	03/05/2024
Santos, Justin Substitute Instructional Assistant – Adult Transition	51/01	03/05/2024
Santos, Justin Substitute Instructional Assistant – Behavioral Support	51/01	03/05/2024
Santos, Justin Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	03/05/2024

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

Page 8 of 9

Santos, Justin Substitute Instructional Assistant – Specialized Academic Instruction	43/01	03/05/2024
Sebo, Christopher Arts Professional Expert II	\$40/Hr.	03/18/2024
Slack, Brian Arts Professional Expert II	\$40/Hr.	02/26/2024
Ternasky, Rebecca Arts Professional Expert II	\$40/Hr.	03/15/2024
Todoroki, Hiroko Arts Professional Expert II	\$40/Hr.	02/28/2024
Trejo R, Mario Substitute Custodian	48/01	02/26/2024
Troxel, John Arts Professional Expert I	\$25/Hr.	03/07/2024
Tuxford, Taylor Arts Professional Expert I	\$25/Hr.	02/26/2024
Ureno, Eduardo Substitute Instructional Assistant – Adult Transition	51/01	03/11/2024
Ureno, Eduardo Substitute Instructional Assistant – Behavioral Support	51/01	03/11/2024
Ureno, Eduardo Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	03/11/2024
Ureno, Eduardo Substitute Instructional Assistant – Specialized Academic Instruction	43/01	03/11/2024
Walter, Mackenzie Arts Professional Expert II	\$40/Hr.	03/11/2024
Wang, Qian Arts Professional Expert II	\$40/Hr.	03/19/2024
Wendt, Jacob Arts Professional Expert II	\$40/Hr.	03/20/2024

Human Resources Division, Classified Personnel

Board of Trustees
April 18, 2024

Page 9 of 9

Wilkie, Gaelyn Substitute Instructional Assistant – Adult Transition	51/01	03/05/2024
Wilkie, Gaelyn Substitute Instructional Assistant – Behavioral Support	51/01	03/05/2024
Wilkie, Gaelyn Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	03/05/2024
Wilkie, Gaelyn Substitute Instructional Assistant – Specialized Academic Instruction	51/01	03/05/2024
Young, Marc Arts Professional Expert II	\$40/Hr.	03/04/2024
Zamarippa, Yngwie Arts Professional Expert II	\$40/Hr.	03/12/2024
Zelazo, Karen Arts Professional Expert II	\$40/Hr.	03/14/2024

3. **Food Service Student Workers**

Effective

Chavez Valadez, Isaiah	03/07/2024
Gallardo, Michael	03/06/2024
Kim, Isaac	03/07/2024
Roa Duque, Giselle	03/07/2024

4. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

Effective

Malka, Tobias	02/26/2024
Napoleon Marisol	02/26/2024
Nieto, Anthony	02/27/2024
Reyes, Jeric Von	02/27/2024
Zarate, David	02/26/2024

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, March 7, 2024

UNADOPTED**1. CALL TO ORDER–ROLL CALL**

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:30 p.m.

Present: Annemarie Randle-Trejo, president; Jessica Guerrero, assistant clerk; Katherine H. Smith, and Brian O’Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

Absent: Anna L. Piercy, clerk

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Exhibit E, replace page 94
- Page 20 of the agenda, pull item 9.30

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees O’Neal, Smith, Guerrero, and Randle-Trejo

Absent: Trustee Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:33 p.m.

Trustee Piercy entered closed session at 3:34 p.m.

Trustee Piercy exited closed session at 5:01 p.m.

5. RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT**5.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:00 p.m.

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

Student Representative to the Board of Trustees Daniella Ruiz led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 **Closed Session Report**

Assistant Clerk Guerrero reported the following actions taken during closed session.

- 5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in Orange County Superior Court Case No: 30-2021-01236120.
- 5.3.3 No reportable action taken regarding negotiations.
- 5.3.4 The Board of Trustees unanimously voted to accept the agreement with employee HR-2023-24-63.
- 5.3.5 No reportable action taken regarding personnel.
- 5.3.6 The Board of Trustees unanimously voted to approve the release of temporary certificated teachers. A full copy of the employee numbers affected by this action is available for inspection.
- 5.3.7 The Board of Trustees unanimously voted to non-reelect the certificated employees listed on the agenda, for the next school year.
- 5.3.8 The Board of Trustees took formal action, by a vote of 5-0, to approve the expulsion of students 23-02 and 23-17.

6. **PRESENTATIONS**

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

Background Information:

Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and based on current forecasts, for the two subsequent fiscal years. This certification shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certification shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the state controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). This certification shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the Board of Trustees to exist at the time of each

certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:

The Board of Trustees received a presentation from the Business Office regarding the District's fiscal solvency.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

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

Background Information:

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

Current Consideration:

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

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.

7. **REPORTS**

7.1 **Student Representative's Report**

Student Representative to the Board Daniella Ruiz highlighted Anaheim High School's Dual Language Academy teachers, who presented at the CABE Conference; Cambridge Virtual Academy Compliments where students give compliments to staff and students; Katella High School's RSVP Summit; and Loara High School's Vietnamese Student Association Tết Lunar New Year's Festival. Additionally, she reported Savanna High School's Lady Rebels made

history during their basketball season by creating the record for having the most wins in school history, ranking #1 in CIF-SS, ranking #2 in State-CIF, and becoming CIF State Quarter Finalist for the first time in Savanna High School's history; as well as Western High School's star wrestler Isaac Gonzalez, who became the 11th CIF champion in Western High School's history. Lastly, she mentioned a student forum will be held to inform students regarding the Reduction in Force process.

7.2 **Student Speakers**

- 7.2.1 Scarlet Aispuro, Cieun Lee, and Natalya Carvell, Cypress High School students, presented their Civic Action Project Policy Proposal regarding Queer Youth Counseling. They also shared their support for teachers.
- 7.2.2 Maya Lababidi, Cypress High School student, and her partner, spoke on the impact that traditional graduation sashes and cords have on students.
- 7.2.3 Gabriela Avila, Anaheim High School student, expressed the importance of the return of graduation sashes, as they are reaffirmations of values and identity.
- 7.2.4 Andrew Campuzano, Anaheim High School student, advocated for student recognition by reinstating graduation sashes. He also conveyed his opposition to the Reduction in Force (RIF), as well as supported the hard-working teachers and coaches.
- 7.2.5 Pearl Ta, Loara High School student, requested a better opportunity for younger teachers.
- 7.2.6 Haley Nguyen, Oxford Academy student, expressed her disappointment at the teacher layoffs, as it seems no other area of the District budget has been affected.
- 7.2.7 Dy Nguyen, Oxford Academy student, thanked those who showed up to support teachers. He provided examples of how teachers make an impact in students' lives.
- 7.2.8 Ashley Chen, Oxford Academy student, spoke on the class size increases as a result of reducing teachers. She also asked for clarification regarding the budget allocation.
- 7.2.9 Jade Hoang, Cypress High School student, shared the personal impacts teachers have made in her life, and communicated teachers are a necessity for student growth.
- 7.2.10 Luqman Mohammed, Oxford Academy student, urged the Board to practice the 5th C, Compassion, towards the teachers who are being affected by the RIF.
- 7.2.11 Kylie Madrid, Cypress High School student, showed her support for teachers at Cypress High School, who have shown their love and support for her.
- 7.2.12 Emily Rizo, Aasiya Jabbar, and Valentina Morales, Sycamore Junior High School students, spoke on behalf of their Dual Language Academy Math teacher. Aasiya also expressed the tough decisions Board members have to make and suggested lower teacher pay raises to keep more teachers in the event of a future Reduction in Force. In addition, they submitted student letters in support of the teacher.

- 7.2.13 Sarah Alakkaud, Cypress High School student, shared her support for teachers, who were passionate about their professions and helped her grow personally.
- 7.2.14 Emma Ortiz, Anaheim High School student, vocalized against teacher layoffs and in support of returning the graduation sashes.
- 7.2.15 Yara Sanchez, Katella High School student, thanked the Board for the opportunity to speak in support of reinstating the sashes for graduation, as well as shared her support for teachers and counselors.
- 7.2.16 Mayte Merino, Katella High School student, spoke in protest of pins in lieu of sashes for graduation.
- 7.2.17 Sofia Mejia, Sycamore Junior High School student, expressed her support of teachers and staff who have supported her.
- 7.2.18 Hailey Sotelo, Brookhurst Junior High School student, relayed support of caring teachers who have impacted her.

7.3 **Reports of Associations**

Geoff Morganstern, ASTA president, communicated his opposition to the District's plan to cut 110 teachers, emphasizing the significant negative impact on students, including larger class sizes and reduced support. He questioned the disproportionate focus on teacher layoffs and called for transparency and compassion in decision-making. Additionally, he urged for meaningful dialogue with the community and rejected the notion of sacrificing teacher salaries to address budgetary concerns, as well as advocated for a reconsideration of the plan to prioritize student well-being and educational quality.

Jennifer Sasai, ALTA president, acknowledged recent challenges, but expressed optimism and confidence in overcoming them. She celebrated student achievements in winter sports and highlighted successful school events and recognitions. Dr. Sasai emphasized the importance of community partnership and innovation showcased in events like the AI Summit. She called for continued collaboration and focused on the District's mission to create a better future for all. In addition, she also expressed gratitude for dedication and commitment, emphasizing unity in overcoming challenges and building a brighter tomorrow.

Heather Huttner, CSEA president, expressed gratitude and recognition for classified members, highlighted the vital roles of instructional assistants, especially those supporting special education and behavior, as well as the significance of campus safety aides and office staff, acknowledging their hard work despite increased responsibilities. She called for continued training and fair allocation of resources for these essential roles. Lastly, she urged the Board to update outdated policies regarding school clerical personnel allotment to better align with current needs.

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

There was no report.

8. PUBLIC COMMENTS, OPEN SESSION ITEMS

- 8.1 Lee Garcia, community member and former Kennedy High School parent, voiced her concerns regarding student safety during her daughter's time as a student, and urged for Superintendent Matsuda's resignation.
- 8.2 Matt Rippon, teacher at Anaheim High School, spoke on item 10.14 regarding eKadence and requested for the Board not to approve yet. Additionally, he requested for teachers to have access to Google Classroom.
- 8.3 Germaine Newmann, District parent and community member, recognized the students and the teachers who spoke today. She expressed opposition to large class sizes and urged administration to look at other options for cutting costs that don't affect teachers.
- 8.4 Blanca Villegas Ortiz, Katella High School parent, expressed concern over the denial of her 7th grader's transfer to South Junior High School. She emphasizes the strong relationships her children have with teachers at Katella High School, and urged the Board to reconsider denied transfers, as well as reassess budget cuts.
- 8.5 Dr. Siggson, AUHSD alumnus, emphasized the crucial role of teachers in students' lives, questioning the message sent by the proposed layoff of 110 teachers. He urged the Board to consider the broader implications, including the demoralizing effect on current and aspiring educators.
- 8.6 Guadalupe Basave, South Junior High School parent, spoke in support of students receiving more than a pin for their efforts. She urged the District to incentivize students to graduate by providing them again with medals and sashes, otherwise, she would consider a charter school.
- 8.7 David Morgan, community member and District parent, addressed against the teacher layoffs and item 9.30 regarding the increase in pay for the superintendent.
- 8.8 Julie Zipusch, community member and feeder elementary school parent, advocated for keeping teachers, as she was alarmed at the low Districtwide test scores in addition to other concerns.
- 8.9 Wendy Sparks, Cypress High School parent, voiced concerns against the RIF notice the current football coach has received, along with other teachers, stating that teachers are who support students.

9. ITEMS OF BUSINESS

EDUCATIONAL SERVICES

9.1 **School-Sponsored Student Organizations**

Background Information:

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

Current Consideration:

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

- 9.1.1 LAS 2 Coffee Cart, Kennedy High School
- 9.1.2 Walker Role Playing Club, Walker Junior High School

Budget Implication:

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

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote for the school-sponsored organizations.

RESOLUTIONS

9.2 **Resolution No. 2023/24-B-12, Adjustments to Income and Expenditures, General Fund; Resolution No. 2023/24-B-13, Adjustments to Income and Expenditures, Various Funds; and the 2023-24 Second Interim Report**

Background Information:

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

Current Consideration:

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

Budget Implication:

As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2023/24-B-12, Adjustments to Income and

Expenditures, General Fund; and Resolution No. 2023/24-B-13, Adjustments to Income and Expenditures, Various Funds authorizes budget adjustments, per Education Code Sections 42602 and 42610.

Action:

1. On the motion of Trustee O’Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-B-12 and Resolution No. 2023/24-B-13. The roll call vote follows.

Ayes: Trustees O’Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

2. On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees approved the positive certification of the 2023-24 Second Interim Report that the District is able to meet its financial obligations.

9.3 **Resolution No. 2023/24-B-14, Establish the Special Reserve for Capital Outlay Projects Fund No. 4042**

Background Information:

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

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O’Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-B-14. The roll call vote follows.

Ayes: Trustees O’Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.4 **Resolution No. 2023/24-F-07, Approval of Notice of Exemption for the Western High School Site Improvements Project**

Background Information:

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

The scope of work of the Project includes: (1) Site improvements to address hardscape deficiencies, safety, and accessibility issues at the school entry; (2) Entry quad renovation

and outdoor learning space; (3) Installation of entry shade structure; (4) Installation of additional security fencing; (5) Installation of drought tolerant landscaping and water efficient irrigation system throughout area of work; (6) Technology infrastructure; (7) Installation of exterior lighting; (8) Replacement of site utilities within area of work; and (9) Modernization of campus including, but not limited to painting, restrooms upgrades, flooring replacement, and ceiling replacement.

Current Consideration:

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

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O’Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-F-07, approving the NOE for the Project and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees O’Neal, Smith, Guerrero, and Randle-Trejo

Absent: Trustee Piercy

9.5 **Resolution No. 2023/24-F-08, Approval of Notice of Exemption for the Western High School Gyms Modernization Project**

Background Information:

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

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

Current Consideration:

The District is required, pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for categorical exemptions from the provisions of

CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a notice of exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for a period of 30 days.

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O’Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-F-08, approving the NOE for the Project and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees O’Neal, Smith, Guerrero, and Randle-Trejo

Absent: Trustee Piercy

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

Background Information:

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

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

Current Consideration:

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

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-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 O'Neal, Smith, Guerrero, and Randle-Trejo

Absent: Trustee Piercy

9.7 **Resolution No. 2023/24-E-19, Autism Awareness Month**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-19. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo

Absent: Trustee Piercy

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote.

9.8 **Resolution No. 2023/24-E-20, Cesar Chavez Day**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-20. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.9 **Resolution No. 2023/24-E-21, National Child Abuse Prevention Month**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-21. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.10 **Resolution No. 2023/24-E-22, Arab American Heritage Month**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-22. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

The student representative to the Board of Trustees, Daniella Ruiz, cast her preferential vote.

9.11 **Resolution No. 2023/24-HR-03, Certificated Reduction in Force**

Background Information:

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

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

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

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

Current Consideration:

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

Budget Implication:

The reduction in force will reduce costs by approximately \$18.4 million.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2023/24-HR-03. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo
Absent: Trustee Piercy

9.12 **Resolution No. 2023/24-BOT-04, Compensation for Board Meeting**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-BOT-04. The roll call vote follows.

Ayes: Trustees O'Neal, Guerrero, and Randle-Trejo

Abstain: Trustee Smith

Absent: Trustee Piercy

BUSINESS SERVICES

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

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

Background Information:

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

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

Current Consideration:

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

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the CMAS contract number 4-23-11-1017.

9.15 **Agreement, Woolpert, Inc.**

Background Information:

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

Current Consideration:

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

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Woolpert, Inc., pursuant to Government Code Section 53060.

EDUCATIONAL SERVICES

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the Home-to-School Transportation Reimbursement Plan.

9.17 **Agreement, Thee After Agency**

Background Information:

The 4th AUHSD Black History Month Celebration was held on February 23, 2024, at the AUHSD Performing Arts Center. This is a student-led celebration created by collaborative efforts of the Black Student Union clubs throughout the District and the Black Lives Matter Task Force. This year's celebration highlights were performances by Fly Poet Entertainment, the Magnolia Urban African Dancers, and Thee After Agency. Thee After Agency spoke on the strength and beauty of "Togetherness" regarding communities, with hopes to inspire the audience on the importance of uplifting one another and how perspectives impact confidence and how we show up for one another. The presentation consisted of prompts, visuals, and sound.

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

9.18 **Agreement, Thomas Philips**

Background Information:

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

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

9.19 **Agreement, Simon Silva**

Background Information:

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

Current Consideration:

These workshops aim to harness community strengths, encouraging parents to share their personal stories, thereby reinforcing their crucial role in supporting student success. The workshops will enhance communication skills, leadership skills, improvisation, being introspective, developing better questions, as well as understanding that mistakes are

capable of producing new and exciting opportunities. This initiative will culminate in a call to action for parents by developing a capstone project where parents create autobiographical books, highlighting the importance of personal experiences and the arts in education. This approach is intended to revitalize the PLA and introduce new, impactful engagement modules. The District will be partnering with Simon Silva to provide Districtwide parent workshops. Services will be provided March 8, 2024, through June 30, 2024.

Budget Implication:

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

Action:

On the motion of Trustee Guerrero, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

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

Background Information:

The District employs personnel who evaluate a student's needs for special education and related services. The District has both the right and obligation to assess special education students in all areas of suspected disabilities. Under the Individuals with Disabilities Education Act and California special education law, a parent of a special education student who disagrees with an evaluation conducted by a school district has a right to obtain an independent education evaluation at public expense. When a request for an evaluation is made, a district must either fund an independent evaluation or file a request for due process within a reasonable period of time to prove that the district's evaluation was appropriate.

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees approved the contract.

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

Background Information:

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

Well Family consists of a network of mental health and health providers that include licensed clinicians, psychiatrists, as well as pediatricians that take a holistic approach to child and adolescent health. Dr. Martin and his team have committed to supporting the

District's efforts in breaking barriers to access mental health care by designating a clinician at one or more of our District schools. They will provide direct services on campus and work collaboratively with our site teams.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the MOU.

HUMAN RESOURCES

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

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

Background Information:

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

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to MMA for the 2023-24 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 9:07 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 9:07 p.m.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

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

Background Information:

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

Current Consideration:

The Board must hold a public hearing of MMA's initial contract proposal to the District for the 2023-24 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President Randle-Trejo opened the public hearing at 9:08 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 9:08 p.m.

9.27 **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 the 2023-24 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 9:08 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 9:08 p.m.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2023-24 collective bargaining agreement with APGA.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2023-24 salary schedules for certificated administrators, classified confidential employees, and classified management.

9.30 This item was pulled prior to the adoption of the agenda.

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

Background Information:

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

Current Consideration:

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

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.

SUPERINTENDENT’S OFFICE

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

Background Information:

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

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

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees discussed and voted for the following candidates: Lauren Brooks, Carol Crane, Candice Kern, Deana Miller, Annemarie Randle-Trejo, Barbara Schulman, and Jonathan Stone.

10. **CONSENT CALENDAR**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 10.10, Exhibit LL, and 10.11 pulled by Trustee O'Neal; as well as 10.14 pulled by Trustee Guerrero. The roll call vote follows.

Ayes: Trustees O'Neal, Smith, Guerrero, and Randle-Trejo

Absent: Trustee Piercy

BUSINESS SERVICES

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the amendment with the city of Anaheim.

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

Background Information:

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

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the contract and amendment to continue the purchase of computer hardware products, Chromebooks, associated peripherals, and accessories through the California Participation Addendum 7-23-70-55-04 under NASPO/WSCA Master Agreement 23011.

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

Background Information:

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

The District purchases desktops, laptops, tables, servers, storage, and related peripherals, from Sehi Computer Products, Inc. or Hewlett-Packard Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 utilizing the Master Price Agreement awarded by the State of Minnesota and the National Association of State

Procurement Officials/Western States Contracting Alliance (NASPO/WSCA), and approved for use by the State of California Department of General Services through a California Participating Addendum.

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the contract and amendment to continue the purchase of desktops, laptops, tablets, servers, storage, and related peripherals through the California Participation Addendum 7-23-70-55-03, under NASPO/WSCA Master Agreement 23008.

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

Background Information:

Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Western High School Site Improvements and Gyms Modernization. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, as well as requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:

The District issued RFP #2024-05 inviting contractors to submit qualifications and proposals to perform the work associated with the subject project, and for preconstruction services. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees (Board) the selection of Erickson-Hall Construction Co. (Erickson-Hall) as the LLB contractor for this project.

Erickson-Hall competitively bid the subcontractor packages to various companies and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board. The assistant superintendent, Business, under the Board approved

delegation of authority, has entered into the LLB agreement with Erickson-Hall. The agreement is subject to ratification by the Board.

Budget Implication:

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

Action:

The Board of Trustees ratified the preconstruction services agreement, and the LLB agreement with Erickson-Hall for the subject project.

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

Background Information:

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

Current Consideration:

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

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

Budget Implication:

The current GMP, associated contingencies and allowances for the originally bid work is \$54,662,606. The LLB agreement's GMP will be amended by a combined amount of \$1,715,991 to incorporate the additional scope of work as described above under Amendment No. 6. The total Project costs for the amended GMP including District

contingencies and allowances will not exceed \$56,430,077. (Developer Fee Funds, CAL FIRE Grant Funds, and/or other funds as appropriate)

Action:

The Board of Trustees approved Amendment No. 6 to the LLB agreement with Erickson-Hall.

10.6 **Ratification of Change Order**

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

Action:

The Board of Trustees ratified the change order as listed above.

10.7 **Notice of Completion**

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

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bid #2022-28 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

10.9 **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.

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified items 10.10, Exhibit LL, and 10.11 with the following vote.

Ayes: Trustees Smith, Guerrero, and Randle-Trejo
Abstain: Trustee O'Neal
Absent: Trustee Piercy

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

Action:

The Board of Trustees ratified the reports February 5, 2024, through February 26, 2024.

10.11 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report January 8, 2024, through February 26, 2024.

10.12 **SUPPLEMENTAL INFORMATION**

10.12.1 ASB Fund, January 2024

10.12.2 Cafeteria Fund, December 2023

EDUCATIONAL SERVICES

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed Administrative Regulation 8900-R, Nondiscrimination/Harassment.

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

Background Information:

On February 6, 2020, the Board of Trustees approved a MOU with AT Solutions Group LLC to develop and implement the eKadence learning management software in the District. eKadence is a state-of-the-art learning management system (LMS), designed by teachers

and counselors, and focused on 5C digital badging and integration with the student information system. Pursuant to the MOU, the LMS is provided to the District at no cost for a five-year term ending on February 6, 2025. On October 13, 2022, the Board approved the assignment of AT Solutions Group LLC's rights, responsibilities, and obligations pursuant to the MOU to eKadence Learning Foundation LLC.

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the second amendment to the MOU.

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

Background Information:

By 2026, the U.S. Bureau of Labor Statistics predicts that there will be 1.5 million computing jobs but just 400,000 students with the skills to apply for those jobs. Of the students who are enrolled in computer science (CS) courses nationwide, there is a significant underrepresentation of female and Latinx students. In AUHSD, as of the 2018-19 year, only 3 percent of all students eventually enrolled in a CS course. In the 2020-21 year among the students who did enroll in a CS course, 29 percent were female and 40 percent were Latinx. The Education and Innovation Research (EIR) Grant with OCDE aims to empower educators to impact schoolwide culture and create systems that nurture equitable participation in inclusive CS courses.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the amendment.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the agreement.

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

Background Information:

Bill Beacham, Ph.D. of Center for Drug-free has been a keynote speaker at many local, state, and national conventions, including the "International Drug and Alcohol Conference," the National Collegiate Athletic Association (NCAA) "Drugs and Today's Athlete Conference," the "National Student Assistance Conference," and the "National DARE Officers Association Conference." His presentation enhances the work our Alternative Education teachers and staff do with our students and also aligns with our District Tobacco-Use Prevention Education (TUPE) program.

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the agreement.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the MOU.

10.19 **Agreement, Chance Theater**

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the agreement.

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

Background Information:

The North Orange County Allied and other Health Careers Opportunity Program (HCOP) aims to increase the pipeline of disadvantaged Latinos, Pacific Islanders (including Native

Hawaiian, Samoan, and Chamorro) and Southeast Asians (particularly Vietnamese, Cambodian, Hmong and Lao) into the professions of communicative disorders, counseling, occupational therapy, public health (including environmental health specialists, epidemiologists, health educators, and gerontologists), physical therapy, and social work. This multifaceted effort is specifically designed to increase retention and graduation of these diverse underserved students across the educational continuum, from high school and community college into four-year college and graduate allied, as well as other health profession programs.

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the amendment.

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

Background Information:

The Orange County Special Education Alliance ("Alliance") was created by school districts in 2004 as a response to the tremendous encroachment of special education funds on the general fund. In addition, school district legal fees continue to increase with the rise of residential placements, private services for children with autism and increased litigation. The Alliance provides legal support and assistance to districts involved in litigation, support for transporting foster youth, as well as professional development training in areas currently affecting Orange County school districts. For the 2023-24 year, the Review Committee has recommended district dues be set at 0.10 per ADA. This recommendation was approved by district Superintendents at the Alliance Executive Committee on March 3, 2023.

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the membership.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the agreement.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the MOU.

10.24 **Instructional Materials Submitted for Adoption**

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

Action:

The Board of Trustees adopted the selected materials.

10.25 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected materials for display, for courses in science. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, March 8, 2024, through April 18, 2024.

Action:

The Board of Trustees approved the display.

10.26 **Instructional Membership, College Board**

Action:

The Board of Trustees ratified the membership with College Board for the 2023-24 year, at an amount not to exceed \$400. (General Fund)

10.27 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

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

Background Information:

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

Current Consideration:

The agreement with the Orange County Superintendent of Schools offers appropriate school programs to students who, due to reduced or eliminated school programs and as a result of

budgetary concerns, are in need of such services. Services will be provided June 1, 2024, through August 31, 2024.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement.

10.29 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

10.30 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

10.31 **Conferences and/or Meetings**

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

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

Action:

The Board of Trustees approved and/or ratified for the superintendent to attend the conference.

10.32 **Board of Trustees' Meeting Minutes**

10.32.1 December, 12, 2023, Annual Organizational and Regular Meeting

10.32.2 January 18, 2024, Regular Meeting

10.32.3 February 15, 2024, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

11. **SUPERINTENDENT AND STAFF REPORT**

Superintendent Matsuda thanked staff, students, and the Board for participating and supporting the AI Summit. He gave a special thanks to the students who participated, especially the Magnolia High School student, who presented on the importance of getting these tools responsibly into students' hands.

Dr. Fried invited the Board to the AUHSD Soapbox Speech Finals and awards on March 19, taking place at Loara High School.

Robert Saldivar made a special mention regarding National Social Worker Month, as well as acknowledged and thanked the support staff for their hard work and involvement with our students and families every day.

Student Board Representative Daniella Ruiz reported she attended the CABA Conference and AI Summit, where she had the opportunity to interview guest speakers.

12. **BOARD OF TRUSTEES' REPORT**

Trustee O'Neal reported he attended the CABA luncheon where Dr. Bryant was recognized as Administrator of the Year, Black History Month Celebration at the AUHSD Performing Arts Center, Girls' Engineering Day at Dale Junior High School, HP Learning Studio Ribbon Cutting at Anaheim High School, AI Summit, ROP Inservice, Katella High School's WASC reception, and visited Western High School along with ROP, where they viewed a variety of programs including Food and Hospitality, iLab, Engineering Design, and Public and Community Health.

Trustee Smith indicated she attended the Student Discipline Task Force Committee Meeting at Anaheim High School, Insurance Committee Meeting, and recalled attending the Student Health Advisory Committee last month and gave kudos to Orlando Griego, as well as the Food Service staff. She also attended HP Learning Studio Ribbon Cutting at Anaheim High School. Lastly, she thanked everyone for being at the Board Meeting.

Trustee Guerrero said she attended the International Night Show at Magnolia High School, the CABA Conference, where Sycamore Junior High School received the Seal of Excellence Award, Dr. Bryant received the Administrator of the Year Award, and Jesse Alvarez received the Parent of the Year Award. She also attended the Girls' Engineering Day at Dale Junior High School, HP Learning Studio Ribbon Cutting at Anaheim High School, and the AI Summit, with special shoutout to sponsors, staff, students, and everyone who made the event possible. Lastly, she gave a special thanks to the students and staff for sharing their concerns and shared her hopes for the months ahead.

Trustee Randle-Trejo reported she attended the ROP meeting and Inservice, GASELPA Board Meeting, interviews for new student ambassadors, Girls' Engineering Day at Dale Junior High School, Farm to Table dinner at the MACC, HP Learning Studio Ribbon Cutting at Anaheim High School, and AI summit. She praised the organization and impact of the AI Summit, highlighting the international participation and emphasis on responsible and humane use of AI. Additionally, she addressed recent concerns and misinformation circulating within the community, urging caution and understanding amidst heightened emotions. She reaffirmed the District's commitment to excellence and emphasized pride in the collective efforts of the Board of Trustees.

13. **ADVANCE PLANNING**

13.1 **Future Meeting Dates**

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

Tuesday, May 7
Thursday, June 6
Thursday, June 13
Thursday, July 18
Thursday, August 8

Thursday, September 12
Thursday, October 17
Thursday, November 14
Thursday, December 12
Thursday, December 19

13.2 **Suggested Agenda Items**

There were no suggested agenda items.

14. **ADJOURNMENT**

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:26 p.m.

Approved _____
Clerk, Board of Trustees