

BOARD OF TRUSTEES
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way, P.O. Box 3520
Anaheim, California 92803-3520
www.auhsd.us

NOTICE OF REGULAR MEETING

Date: March 21, 2013

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

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630
Excelsior, 523 N. Grand Avenue, Santa Ana, CA 92701

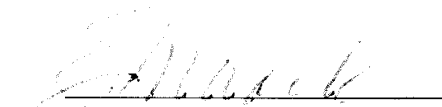
You are hereby notified that a regular meeting of the
Board of Trustees of the Anaheim Union High School District
is called for

Thursday, the 28th day of March 2013

in the District Board Room, 501 N. Crescent Way, Anaheim, California

Closed Session–3:00 p.m.

Regular Meeting–6:00 p.m.



Elizabeth I. Novack, Ph.D.
Superintendent

BOARD OF TRUSTEES
Agenda
Thursday, March 28, 2013
Closed Session–3:00 p.m.
Regular Meeting–6:00 p.m.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. 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.

Meetings are recorded for use in the official minutes.

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|----|--|--------------------------------|
| 1. | CALL TO ORDER–ROLL CALL | <i>ACTION ITEM</i> |
| 2. | ADOPTION OF AGENDA | <i>ACTION ITEM</i> |
| 3. | PUBLIC COMMENTS, CLOSED SESSION ITEMS | <i>INFORMATION ITEM</i> |

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five (5) 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.

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| 4. | CLOSED SESSION | <i>ACTION/INFORMATION ITEM</i> |
|----|-----------------------|---------------------------------------|

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

- 4.1 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Dr. Novack, Dr. Sevillano, Mrs. Poore, and Mr. Lee-Sung 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), and California School Employees Association (CSEA).
- 4.3 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2012-13-10. [**CONFIDENTIAL EXHIBIT**]
- 4.5 To consider matters pursuant to Education Code Section 48918: Expulsion of students 12-63, 12-64, and 12-65.

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

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 Ms. Primala Parmar will lead the Pledge of Allegiance to the Flag of the United States of America and provide the moment of silence.

5.3 **Closed Session Report**

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

6. **INTRODUCTION OF GUESTS** **INFORMATION ITEM**

Board of Trustees' President Mr. Brian O'Neal will introduce dignitaries in attendance.

7. **RECOGNITIONS** **INFORMATION ITEM**

7.1 **E-Learning Teacher of the Year**

The Board of Trustees will recognize Ms. Renee Citlau, Cypress High School business teacher and lead virtual teacher for the District's eLearning program. Ms. Citlau was awarded the Online Teacher of the Year Award for the 2012 eLearning Strategies Symposium and is now the recent recipient of the International North American Council for Online Learning (iNACOL) National Online Teacher of the Year award. The iNACOL Online Learning Awards recognize learning practices, new research and individual achievements in the field of online learning. The National Online Teacher of the Year award requires candidates to be an exceptionally dedicated, knowledgeable and skilled teacher in an accredited K-12 online program. The candidate should also meet the standards for quality online teaching as noted in the iNACOL National Standards for Quality Online Teaching.

7.2 **Loara High School Automotive Program**

The Board of Trustees will recognize Loara High School students, Aileen Melendez and Robert Loera, for taking first place in the Orange County Automobile Dealers Association's (OCADA) troubleshooting contest. The team is headed by Mr. Saul Garcia from North Orange County Regional Occupational Program (NOCROP). All students won full scholarships to local community colleges from OCADA. Additionally, first place winners took home \$10,000 scholarships to Ohio Technical College, \$5,000 to Universal Technical Institute, and \$5,000 to Wyotech. First place winners were also awarded a 2011 KIA Sorrento to work on in the school auto shop. Loara High School automotive students also qualified for an all-expenses paid trip to compete in the National High School Technician contest, which will be held at the New York City Auto Show in April.

8. **REPORTS** **INFORMATION ITEM**

8.1 **Anaheim Secondary Council Parent Teacher Association (ASCPTA) Report**

Mrs. Erin Jenks will report on PTA activities throughout the District.

8.2 **Student Representative's Report**

Ms. Primala Parmar, student representative to the Board of Trustees, will report on school activities throughout the District.

8.3 **Reports of Associations**

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

8.4 **Young Men and Careers Conference Highlights**

Public Information Officer Ms. Karlak, will present a pictorial of the Young Men and Careers Conference held March 16, 2013, at the District Campus, prefaced by an overview presented by Dr. Robert Cunard, principal at Magnolia High School. Young Men and Careers Conference candidates are AUHSD 8th and 10th graders who exhibit a positive attitude and intrinsic motivation. The conference provided an opportunity for candidates to discover their potential, connect with successful men from all walks of life, and learn how they have overcome challenges to achieve a successful life and career. Additionally, the Young Men and Careers Conference offered a support system, individual academic mentoring, and exposure to experiences and activities to ignite hidden potential. Truly, it was an opportunity for approximately 170 young men, representing all of our schools, to "get connected" to create a brighter future.

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

INFORMATION ITEM

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five (5) minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

10. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES DIVISION

10.1 **e-Learning Program Presentation**

INFORMATION ITEM

Background Information:

The e-Learning program is an online instructional option for over 1,000 District students, annually. e-Learning is a teacher-developed and teacher-driven program that opened its cyber doors to District students in September 2009. The virtual teachers are existing teachers from across several District high schools. The e-Learning courses foster 21st Century skills development to ensure students evolve as competent 21st Century learners and citizens.

Current Consideration:

The Virtual Team will present an update on the District e-Learning program. The presentation will be facilitated by members of the District Virtual Team, including Ms. Renee Citlau, Cypress High school business teacher and lead virtual teacher. The Virtual Team will provide an overview of the e-Learning courses offered, highlighting the instructional difference from a seat-based program.

Budget Implication:

There is no fiscal impact to the District.

Staff Recommendation:

It is recommended that the Board of Trustees receive the information presented.

10.2 **Memorandum of Understanding, K to College**

ACTION ITEM

Background Information:

K to College is a tax-exempt, non-profit organization seeking to partner with the District to provide kits of school supplies and kits of dental supplies to students who are enrolled in the Free or Reduced Price Meal Program (FRPM). K to College has created the School Supply Initiative (SSI) and Dental Kit Initiative (DKI) that provides essential material resources to eligible, under-resourced students.

Current Consideration:

K to College offers \$65-70 worth of school supplies and a dental kit at no cost to eligible students. There are approximately 21,186 District students who are eligible for these services. Schools would be asked to ensure that the supplies are offered via TeleParent phone calls or any other means of effective two-way communication. Since this will be the first year of implementation it is not certain how many students will participate. However, it is anticipated that this program will be well received by our families.

Budget Implication:

Services will be provided at no cost to the District.

Staff Recommendation:

The Board of Trustees is requested to approve the memorandum of understanding. Services will be provided March 29, 2013, through December 31, 2017. **[EXHIBIT A]**

10.3 **Resolution No. 2012/13-E-10, Autism Awareness Month (Roll Call Vote)**

ACTION ITEM

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 1970's. 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. 2012/13-E-10 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 cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-E-10, Autism Awareness Month, by a roll call vote. **[EXHIBIT B]**

10.4 **Resolution No. 2012/13-E-11, Cesar Chavez Day** ***ACTION ITEM***
(Roll Call Vote)

Background Information:

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

Current Consideration:

The adoption of Resolution No.2012/13-E-11 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 cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-E-11, Cesar Chavez Day, by a roll call vote. **[EXHIBIT C]**

10.5 **School Sponsored Student Organizations, Katella and Savanna** ***ACTION ITEM***
high schools and Orangeview Junior High School

Background Information:

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

Current Consideration:

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

Recycling Club, Katella High School
Red Cross Club, Katella High School
Reincarnating Elements of Hip Hop (R.E.O.H.H.), Savanna High School
Academic Pentathlon Team, Orangeview Junior High School
Writer's Club, Orangeview Junior High School

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the school sponsored organization applications. **[EXHIBITS D, E, F, G, and H]**

10.6 **Anaheim Collaborative for Higher Education** ***INFORMATION ITEM***

The Anaheim Union High School District understands the need to create a seamless K-16 articulation partnership with our feeder elementary school districts, local colleges, and other educational partners to ensure that students are college and career ready. During the 2012-13 academic year, the Anaheim Collaborative for Higher Education was formed to formalize a K-16 seamless articulation.

Current Consideration:

The Anaheim Collaborative for Higher Education, held on March 22, 2013, provided an opportunity to identify the major elements of a successful collaborative, in addition to developing areas for further K-16 articulation. These areas included preparing students to be college and career ready, creating 21st Century learning opportunities, and further articulation on the shift to the Common Core State Standards. A group of key stakeholders were identified to provide leadership in each area and will report progress annually to the Anaheim Collaborative for Higher Education and to the Board of Trustees.

Budget Implication:

There is no fiscal impact to the District.

Staff Recommendation:

Assistant Superintendent, Educational Services, Dr. Paul Sevilano will present information regarding the Anaheim Collaborative and ongoing K-16 articulation activities. It is recommended that the Board of Trustees receive the information presented.

[EXHIBIT I]

HUMAN RESOURCES DIVISION

- 10.7 **Resolution No. 2012/13-HR-09, Economic Uncertainty** ***ACTION ITEM***
(Roll Call Vote)

Background:

Though there are signs of recovery in the state economy and additional state revenues generated as a result of Proposition 30, which provided California school districts with additional revenue from a temporary increase in state sales tax and income tax on the highest earners, there is still much economic uncertainty for the 2013-14 fiscal year. In addition, District funding is currently deficiated by 22.3 percent and is projected to face a \$14 million shortfall in 2013-14.

Current Consideration:

The Resolution states that due to the anticipated adverse financial conditions of the state and the impact on the District budget, the District reserves the right to negotiate with the collective bargaining employee units a reduction in salary and/or furloughs that correspond to a reduction in salary for the upcoming 2013-14 fiscal year.

Budget Implication:

The Resolution has no direct impact on the budget. However, there are potential savings that could arise from negotiations with the collective bargaining units.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2012/13-HR-09, by a roll call vote. **[EXHIBIT J]**

- 10.8 **Board Policy 91200, Uniform Complaint Procedures,** ***INFORMATION ITEM***
First Reading, Revised

Background Information:

Board Policy 91200, Uniform Complaint Procedures, provides the procedure for students, parents/guardians, and District employees to make complaints alleging failure to comply with applicable state, as well as federal laws and regulations and/or alleging discrimination. The policy was last revised in 2008 and does not include recent legislation requiring school districts to provide a process for complaints specifically related to bullying and student fees.

Current Consideration:

The Board of Trustees is requested to review the first reading of revised Policy 91200, Uniform Complaint Procedures. The revised policy includes new language to ensure compliance with new legislation including AB9 (Bullying) and AB 1575 (Pupil Fees).

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review the revised policy. **[EXHIBIT K]**

10.9 **Initial Contract Proposal, ASTA to AUHSD**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the Anaheim Secondary Teachers Association's (ASTA) 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. The ASTA initial contract proposal to the District for 2013-14 is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.10 **Public Hearing, Initial Contract Proposal, ASTA to AUHSD**

INFORMATION ITEM

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Secondary Teachers Association's (ASTA) initial contract proposal to the District for 2013-14.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to ASTA for 2013-14. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.11 **Initial Contract Proposal, APGA to AUHSD**

INFORMATION ITEM

Background Information:

In accordance with Board Policy 6500.01, the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees meeting. The APGA initial contract proposal to the District for 2013-14 is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.12 **Public Hearing, Initial Contract Proposal, APGA to AUHSD**

INFORMATION ITEM

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District for 2013-14.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to APGA for 2013-14. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.13 **Initial Contract Proposal, AFSCME to AUHSD**

INFORMATION ITEM

Background Information:

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

Current Consideration:

Before the negotiation process begins, proposals are presented to the public via a Board of Trustees meeting. The AFSCME initial contract proposal to the District for 2013-14 is presented to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

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

Background Information:

The Board of Trustees is required to hold a public hearing to hear comments related to the American Federation of State, County and Municipal Employees' (AFSCME) initial contract proposal to the District for 2013-14.

Current Consideration:

The Board must hold a public hearing of the District's initial contract proposal to AFSCME for 2013-14. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.15 **Ratification of Agreement, Chapman University, Athletic Training Education Program (ATEP)** **ACTION ITEM**

Background Information:

This agreement was previously approved at the Board of Trustees' meeting on February 21, 2013. However, the agreement was described in reference to student teachers. The agreement with Chapman University, Athletic Training Education Program (ATEP), is actually for the purpose of athletic training students to receive clinical experience by providing supervised support services to District students and staff. The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had an agreement in place with Chapman University and ATEP since 2000.

Current Consideration:

This agreement is a renewal of the current agreement already in place. The new agreement includes updated language that more closely reflects the current ATEP program at the University and more clearly defines the partnership with the District. University students in the ATEP will meet with school site certified athletic trainers and provide supervised athletic trainer services to earn credit toward a Bachelor of Science degree in Athletic Training. Additionally, professional attire, development, and conduct will be reviewed. This agreement is in effect from January 1, 2013, through June 30, 2017. Due to Chapman University's policy for executing agreements, this agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

There is no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement between the Anaheim Union High School District and Chapman University. **[EXHIBIT O]**

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

ACTION ITEM

Background Information:

The Board approved an agreement with Monjaras and Wismeyer Group, Inc. on August 16, 2012, to provide legal consulting services for specialized cases from July 1, 2012, through June 30, 2013, for a total cost not to exceed \$10,000. The District Human Resources Division is mandated by law, including the American Disabilities Act (ADA), to ensure the rights of employees and the District when health or medical issues affect an employee's work and may lead to the need for accommodations. Monjaras and Wismeyer Group, Inc. provide critical knowledge and expertise in specific areas, including accommodation meetings, job analysis, return to work programs, and other specialized functions.

Current Consideration:

Due to several major on-going legal issues currently pending in 2012-13, staff has ascertained that an increase to the amount of the agreement by an additional \$5,000, for a total agreement not to exceed \$15,000, is needed.

Budget Implication:

The increased cost of this agreement is not to exceed \$5,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement between Monjaras and Wismeyer Group, Inc. and the District to reflect an increase of \$5,000, for a total amount not to exceed \$15,000.

SUPERINTENDENT'S OFFICE

10.17 **Board of Trustees' Proposed Meeting Date Change**

ACTION ITEM

Background Information:

At its annual organizational meeting on December 13, 2012, the Board of Trustees approved the meeting dates for 2013 as presented.

Current Consideration:

Trustee Mrs. Katherine Smith has determined that she has a scheduling conflict for the Board of Trustees' meeting of April 18, 2013. The District makes every effort to ensure that all Board members are present at each Board of Trustees' meeting.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

Due to a conflict with the schedule of Trustee Mrs. Katherine Smith, the Board of Trustees is requested to discuss and change the Board of Trustees' meeting date of April 18, 2013.

10.18 **Demographic Study: Trustee Voting Patterns**

INFORMATION/ACTION ITEM

Background Information:

At the December 6, 2012, Board meeting, staff presented information regarding the Board's election system, relevant education code and election code provisions, and the California Voting Rights Act. Following the presentation, the Board discussed the Board's at-large

election system. At the time, the Board directed staff to gather additional information regarding the process and costs associated with engaging a demographer to assist the Board in further addressing this issue.

On February 21, 2013, the Board received a request that the Board of Trustees approve a process for establishing trustee boundaries. This agenda item will start the process for the Board to receive public information for the study and consideration of that request.

Current Consideration:

Through legal counsel, staff has contacted firms that specialize in assisting public education boards in studying the complex issues related to the California Voting Rights Act, trustee area districting or redistricting, and voting processes or procedures. Studying these issues requires a sophisticated demographic analysis of voting records, census data, and geographic data that requires consultants with specialized skills. The Dolinka Group submitted a proposal for review. The Dolinka Group has specialized expertise in this area and has assisted several southern California governing boards, both K-12 and community college, by providing the appropriate demographic analysis.

Budget Implication:

The demographic study will cost approximately \$14,750, plus expenses.

Staff Recommendation:

It is recommended that the Board discuss this matter and provide staff further direction.

[EXHIBIT P]

11. **CONSENT CALENDAR**

ACTION ITEM

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

The Board of Trustees is requested to approve/ratify items listed under the consent calendar. These items are considered routine and are acted on by the Board of Trustees in one motion. It is understood that the administration recommends approval of all consent 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 DIVISION

11.1 **Award of Bid 2013, 10 Digital Hand Held Radios**

Background Information:

The Federal Communications Commission (FCC) mandated that all public safety and business/industrial licensees using 25 kHz radio systems migrate to a 12.5 kHz radio system by January 1, 2013. This process is called narrowbanding. The District has been using analog two-way radios at all the schools sites for many years that fall within this 25 kHz frequency, some of which were reprogrammable and some that could not be reprogrammed.

Current Consideration:

There were various options that could help bring the District into compliance, some of which included: keeping existing analog radios and replacing obsolete, replacing the whole fleet with analog radios, or replacing the whole fleet with digital radios. It is eminent that the FCC is going to enforce a digital requirement and it makes the most sense to transition now for the future. The digital radios also give the District many more enhanced features and

functionality that it never had, including clear digital audio communications, emergency district-to-site communication, full site radio control, GPS tracking, potential link directly to local authorities and many others. Staff has reduced the number of radios at the sites to accommodate an economical and fair solution. The District will purchase digital hand held radios, FCC licensing and filings, GPS tracking software, repeaters, and related items to integrate a full communications solution District-wide.

The expenditures for these types of items exceeds the legal bid limit (\$83,400) per Public Contract Code (PCC) section 20111, which requires a formal bid. Staff completed a formal bid and seven (7) bids were sent out and there were three (3) bid responses. The lowest, most responsible and responsive bidder is Vision Communications, Inc. Radios will be provided to District staff, school site administrators, and warehouse workers/nutritional services staff.

Budget Implication:

The cost is not to exceed \$ \$174,783. (General Funds and Cafeteria Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the award of Bid 2013-10 Digital Hand Held Radios to Vision Communications, Inc. for a period of three (3) years for the purchase of digital hand held radios, FCC licensing and filings, GPS tracking software, repeaters, and related equipment, services, and supplies.

11.2 **Extension of Inter-Agency Meal Agreement**

Background Information:

The students of Anaheim Union High School District and the surrounding elementary school districts benefit from this service by providing meals to students who use the facilities at Tiger Woods Learning Center for educational purposes.

Current Consideration:

The District has an interest in continuing meal service with Tiger Woods Learning Center. The agreement provides a service to the community. This agreement will be in effect from August 19, 2013, through May 31, 2014.

Budget Implication:

This agreement generates income. (Food Service Budget)

Staff Recommendation:

It is recommended that the Board of Trustees renew the meal agreement to provide meals to the Tiger Woods Learning Center.

11.3 **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, and authorize proper disposal in accordance with Education Code Section 60510 et al.

[EXHIBIT Q]

11.4 **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, and authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

[EXHIBIT R]

11.5 **Donations**

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as listed. **[EXHIBIT S]**

11.6 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the check register/warrants report, March 5, 2013, through March 18, 2013. **[EXHIBIT T]**

11.7 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the Purchase Order Detail Report, March 5, 2013, through March 18, 2013. **[EXHIBIT U]**

EDUCATIONAL SERVICES DIVISION

11.8 **Instructional Materials Submitted for Display**

Approve the selected materials for display, recommended by the Instructional Materials Review Committee, for basic and supplemental courses in English and Science. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, March 29, 2013 through April 18, 2013.

Staff Recommendation:

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

11.9 **Instructional Materials Submitted for Adoption**

Adopt the selected instructional materials. The Instructional Materials Review Committee has recommended the selected books for basic and supplemental courses in Science. The books have been made available for public view.

Staff Recommendation:

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

11.10 **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 X]**

11.11 **Field Trip Report**

Staff Recommendation:

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

HUMAN RESOURCES DIVISION

11.12 **2012-13 Williams Uniform Complaints Audit Report**

INFORMATION ITEM

Background Information:

The District submits a quarterly report summarizing all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education (OCDE). Each quarter, the OCDE conducts an audit of the submitted quarterly reports and provides a report of their findings.

Current Consideration:

According to Williams Settlement Legislation, the quarterly report from OCDE must be publically shared with the Board of Trustees. The report, as provided, indicates the District was in compliance for the second quarter of the 2012-13 year.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees accept the 2012-13 Williams Uniform Complaints Audit Report as submitted. **[EXHIBIT Z]**

11.13 **Agreement, Orange County Superintendent of Schools, ACCESS Program** **ACTION ITEM**

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 and 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, because of reduced or eliminated school programs as a result of budgetary concerns, are in need of such services. Services will be provided June 24, 2013, through August 16, 2013.

Budget Implication:

The services provided are at no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement between the Orange County Superintendent of Schools and the District. **[EXHIBIT AA]**

11.14 **Certificated Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the certificated personnel report as submitted. [EXHIBIT BB]

11.15 **Classified Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the classified personnel report as submitted. [EXHIBIT CC]

SUPERINTENDENT'S OFFICE

11.16 **Board of Trustees' Meeting Minutes**

February 21, 2013, Regular Meeting [EXHIBIT DD]

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

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

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

14. **ADVANCE PLANNING** **INFORMATION ITEM**

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, April 18, 2013, at 6:00 p.m.*

Thursday, April 18*
Monday, May 13
Thursday, May 30
Tuesday, June 18
Thursday, July 11
Thursday, August 22

Tuesday, September 3
Thursday, September 19
Thursday, October 10
Thursday, November 7
Thursday, December 12

*Proposed revision as per agenda item 11.17.

14.2 **Suggested Agenda Items**

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Tuesday, March 26, 2013.

**Memorandum of Understanding Between
K to College and
Anaheim Union High School District**

EXHIBIT A 1 1

This Agreement is made on March 14, 2013, by and between K to College (K TO COLLEGE) and Anaheim Union High School District (AUHSD). K TO COLLEGE is a tax-exempt non-profit corporation organized under § 501(c)(3) of the Internal Revenue Code. AUHSD is a public school district in Orange County, CA.

K TO COLLEGE hereby agrees to use its best efforts to provide as many of the 21,186 AUHSD students enrolled in the Free or Reduced Price Meal Program (FRPM) as possible with kits of school supplies and kits of dental supplies pursuant to K TO COLLEGE's School Supply Initiative (SSI) and Dental Kit Initiative (DKI), programs that provides essential material resources to eligible under-resourced students. As a condition of participation in the SSI and DKI, AUHSD hereby agrees to the following:

1. To utilize its "robo-call" system, mailing lists and/or any other outreach methods to inform **eligible** and targeted students about the SSI and DKI
2. To verify that at least 70% of students receiving kits are at or below 200% of the federal poverty level by either:

Option 1: Community/Centralized Distribution: Distributing to students verified as FRPM eligible, homeless (as defined by the McKinney-Vento Homeless Assistance Act) or below 200% of the federal poverty level as follows:

- i. Providing an adequate number of district officials and staff at each community distribution venue or school with a list of those eligible (as defined by above or by amendment to this agreement) to ensure only those at or below 200% of the federal poverty level benefit from the program, by
- ii. Facilitating the check-in process at each community distribution venue and/or school, verifying each student is enrolled in the district before they receive a kit, and
- iii. Maintaining ownership of the list for the duration of the distribution at each distribution venue and/or school, and
- iv. Following the distribution, having a confidential employee or other appropriate administrator compare the list of recipients to the list of eligible students for a final report as outlined in the verification letter, OR

Option 2: Distributing to every student at **eligible** schools* and/or distributing to select grade-level(s) of students at schools as follows:

- v. Providing no less than three district employees at each school or schools with a list of *every* enrolled student, regardless of FRPM status,
- vi. Facilitating the distribution process, verifying each student's identity and checking his or her name off the roster before they receive a kit,
- vii. Maintaining ownership of the lists for the duration of the distribution at each distribution venue and/or school and
- viii. Comparing the distribution lists to the district's internal FRPM enrollment lists, verifying the exact number of students who were eligible to receive kits and the exact number of those who were not eligible
- ix. Verifying the two calculated numbers are the same as initially submitted to K TO COLLEGE and
- x. Compensating K TO COLLEGE for any discrepancy resulting in an increased number of students **not** eligible

**Memorandum of Understanding Between
K to College and
Anaheim Union High School District**

3. To maintain an *internal* detailed district-wide roster that includes every child/family that receives assistance through the SSI and DKI for auditing and/or any other purposes. This may be done by maintaining ownership of the lists of those served by the SSI and DKI at each school and/or community venue within AUHSD. This list will include:
- Name of child/family
 - Proof of income eligibility and/or FRPM enrollment
 - Date and description of services provided
- NOTE: Audits will only be conducted by appropriate government agencies and/or a certified contractor of a government agency. K to College does NOT collect any student information as a matter of policy. There is only potential for an audit if one or more funding sources are from a government source that requires it.
4. To confirm in writing the process by which the supplies were distributed to eligible and targeted students as outlined in the provided sample verification letter, certifying those served were eligible and identifying the date, time and place of each distribution event

*Unless otherwise noted eligible schools are defined as those with a minimum of 70% FRPM enrollment

Notices

All notices and/or correspondence shall be addressed and mailed to Parties as follows:

K to College
Benito Delgado-Olson
Executive Director
7730 Pardee Lane
Oakland, CA 94621

Anaheim Union High
Elizabeth I. Novack
Superintendent
501 Crescent Way
Anaheim, CA 92803
(714) 999-3511
novack_e@auhsd.us

This Agreement may not be amended or modified except in writing signed by both parties. This Agreement is valid through December 31, 2017.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for K to College:



Benito Delgado-Olson, Executive Director

Date 3/14/2013

Accepted for Anaheim Union High:

Elizabeth I. Novack, Superintendent

Date _____

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

Autism Awareness Month

RESOLUTION NO. 2012/13-E-10

March 28, 2013

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

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

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

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

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

THEREFORE, BE IT RESOLVED; that the Anaheim Union High School District Board of Trustees does hereby support and designate April 2013 as Autism Awareness Month.

ADOPTED this 28th day of March 2013, by the Governing Board of Anaheim Union High School District of Orange County, California.

Resolution No. 2012/13-E-10

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 28, 2013, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Elizabeth I. Novack, 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 28th day of March 2013, 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 28th day of March, 2013.

Elizabeth I. Novack, Ph.D.
Superintendent and
Secretary to the Board of Trustees

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

Cesar Chavez Day

RESOLUTION NO. 2012/13-E-11

March 28, 2013

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

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

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

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

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

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

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

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

WHEREAS, few American have led this charge so tirelessly and for so many; and

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

ADOPTED this 28th day of March 2013, by the Governing Board of Anaheim Union High School District of Orange County, California.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 28, 2013, by the following roll call vote:

Resolution No. 2012/13-E-11

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Elizabeth I. Novack, 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 28th day of March 2013, 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 28th day of March, 2013.

Elizabeth I. Novack, Ph.D.
Superintendent and
Secretary to the Board of Trustees

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Katella	Date of Application:	1/9/2013
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Recycling Club

Purpose of the group:

To increase the awareness of the importance of recycling and to start a recycling club on campus.

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Monday	Time:	1:30 (7 th)	Location:	Room 50
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Applicant's Signature:		Date:	1/9/2013
Printed Name:	David Pineda <i>David Pineda</i>		

Advisor's Signature:	<i>Erin McCown</i>	Date:	1/9/2013
Printed Name:	Erin McCown		

Principal's Signature:	<i>Luis Lopez</i>	Date:	
Printed Name:	Luis Lopez		

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

Assistant Superintendent's Signature:	<i>Paul [Signature]</i>	Date:	3/1/13
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**

School:	Katella High School	Date of Application:	2-20-13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Red Cross Club

Purpose of the group:

To provide students with service and aid towards the community and others.
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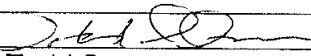
Frequency of group meetings:

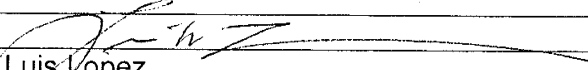
Every Tuesday at lunch

Proposed meeting day, time and location:

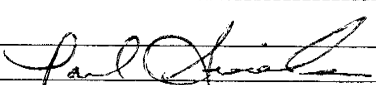
Day:	Tuesday	Time:	12:09-12:39	Location:	Room 211
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Applicant's Signature:		Date:	2-20-13
Printed Name:	Cindy Truong		

Advisor's Signature:		Date:	2-20-13
Printed Name:	Todd Swans		

Principal's Signature:		Date:	2-20-13
Printed Name:	Luis Lopez		

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

Assistant Superintendent's Signature:		Date:	2/26/13
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Savanna	Date of Application:	2/1/13
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Reincarnating Elements of Hip Hop (R.E.O.H.H.)
--

Purpose of the group:

Show how hip-hop can benefit my community

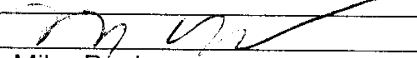
Frequency of group meetings:

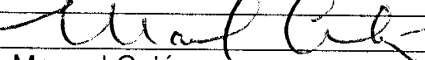
Once a week

Proposed meeting day, time and location:

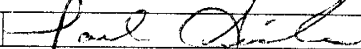
Day:	Tuesday	Time:	Lunch	Location:	Room 17
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Applicant's Signature:		Date:	2/1/13
Printed Name:	Joseph Franco		

Advisor's Signature:		Date:	2/1/13
Printed Name:	Mike Pooley		

Principal's Signature:		Date:	2/1/13
Printed Name:	Manuel Colón		

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

Assistant Superintendent's Signature:		Date:	2/19/13
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**
CLICK AND ENTER DATA

School:	Orangeview Junior High	Date of Application:	10/1/2012
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Academic Pentathlon Team

Purpose of the group (Please describe thoroughly):

To study for the competition in March against other schools in Orange County. Preparation in English, math, science, and history.

Frequency of group meetings:

Meets Monday through Thursday from the end of November to competition the end of March.

Proposed meeting day, time and location:

Day:	MTWTH	Time:	2:30 pm	Location:	Rms 29, 33, 35,
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Applicant's Signature:	<i>Andy Ho</i>	Date:	
Printed Name:	Andy Ho		

Advisor's Signature:	<i>Sharon Crawford</i>	Date:	
Printed Name:	Sharon Crawford		

Principal's Signature:	<i>M. [unclear]</i>	Date:	
Printed Name:			

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

Assistant Superintendent's Signature:	<i>Paul [unclear]</i>	Date:	2/25/13
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Following approval, the completed application will be returned to the school principal.

**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Orangeview Junior High	Date of Application:	10/1/2012
----------------	------------------------	-----------------------------	-----------

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

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

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

Name of proposed group:

Writer's Club

Purpose of the group (Please describe thoroughly):

To encourage students to write and to offer help in improving writing skills
--

Frequency of group meetings:

Weekly at lunch

Proposed meeting day, time and location:

Day:	Th	Time:	12:00 p.m.	Location:	Room 33
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Applicant's Signature:	<i>Makensie Adams</i>	Date:	
Printed Name:	Makensie Adams		

Advisor's Signature:	<i>Sharon Crawford</i>	Date:	
Printed Name:	Sharon Crawford		

Principal's Signature:	<i>M. M. F.</i>	Date:	
Printed Name:			

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

Assistant Superintendent's Signature:	<i>Paul Anderson</i>	Date:	2/25/13
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Following approval, the completed application will be returned to the school principal.

SAVE THE DATE!

EXHIBIT 1

ANAHEIM COLLABORATIVE FOR HIGHER EDUCATION

WHEN

March 22, 2013

8am-11am

7:30am-Registration/Networking

WHERE

**Anaheim Union High School District
Student Support Office
501 N Crescent Way • Anaheim, CA 92801**

FEATURING: Common Core • College & Career Readiness

**RSVP: Lucy Lopez email at lopez_lu@auhsd.us
or call 714-999-3568 by Wednesday,
March 20, 2013**

A special thanks to CSUF GEAR UP for their support!

21ST CENTURY LEARNING

IN PARTNERSHIP WITH:

**Anaheim City School District
Centralia School District
Cypress Elementary School District
Magnolia School District
Savanna School District
California State University, Fullerton
California State University, Long Beach
Chapman University
University of California, Irvine
University of Southern California
Anaheim Achieves
Upward Bound
Talent Search
Cypress College
Fullerton College
CSUF GEAR UP
OCDE
NOCROP
OCAPICA
WESTED RAISE
LOS AMIGOS
THE COLLEGE BOARD
ANAHEIM SECONDARY COUNCIL PTA (ASCPTA)
DISTRICT ADVISORY COUNCIL (DAC)
DISTRICT ENGLISH LEARNER ADVISORY
COMMITTEE (DELAC)
ANAHEIM SECONDARY TEACHERS ASSOCIATION
(ASTA)
ANAHEIM PERSONNEL AND GUIDANCE
ASSOCIATION (APGA)**



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

**2013-2014 SALARY/NOTICE OF POTENTIAL REDUCTION
OF SALARY AND/OR WORK YEAR (FURLOUGH)**

ECONOMIC UNCERTAINTY 2013-2014

RESOLUTION NO. 2012/13-HR-09

March 28, 2013

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

WHEREAS, the State of California is showing signs of recovery, but is still projecting a state budget shortfall for the 2013-2014 fiscal year;

WHEREAS, the State of California may be proposing a reduction in state support for K-12 public schools in the 2013-2014 fiscal year;

WHEREAS, as a result of this ongoing financial crisis and the uncertainty of state funding, the Anaheim Union High School District may be required to reduce its 2013-2014 budget in the amount of \$14 million;

WHEREAS, employee salaries and health and welfare represent approximately 77% of the Anaheim Union High School District budget;

WHEREAS, due to the uncertainty of the law, the Board of Trustees wishes to reserve its right to negotiate salary and work year/annual compensation reductions for certificated and classified employees for the 2013-2014 fiscal year;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees finds that it may be necessary to negotiate a reduction in salaries for certificated and classified employees for the 2013-2014 fiscal year.

BE IT FURTHER RESOLVED that the Board of Trustees reserves its right to initiate negotiations under the State's collective bargaining laws, Government Code section 3540 et seq., to reduce certificated and classified salaries and work year/annual compensation for the 2013-2014 fiscal year.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 28, 2013, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Elizabeth Novack, 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 of Trustees at the regular meeting thereof held on the 28th day of March 2013, and passed by a roll call vote of all members of said Board of Trustees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of March 2013.

Elizabeth I. Novack, Ph.D.
Superintendent and Secretary to the
Board of Trustees

~~The Anaheim Union High School District recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations and/or alleging discrimination and seek to resolve those complaints in accordance with the procedures set out in Sections 4600-4687 of the Title 5 Regulations and in accordance with the policies and procedures of the governing board. Written Uniform Complaint procedures are disseminated annually to students, employees, parents or guardians of students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties. The district shall follow Uniform Complaint procedures when addressing complaints alleging harassment and unlawful discrimination or failure to comply with state or federal laws in consolidated categorical aid programs: Adult Education, career/Technical Education and Training programs, Child Care and Development, Consolidated Categorical Aid (No Child Left Behind), State Compensatory Education, State Program for Students of Limited English Proficiency, School Improvement, Tenth-Grade Counseling, Tobacco-Use Prevention Education, Peer Assistance and Review, School Safety and Violence Prevention Act, Migrant and Indian Education, Nutrition Services, Special Education, Discrimination, Harassment, and Civil Rights Guarantees.~~

~~The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination or harassment, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant. The Board acknowledges and respects student and employee rights to privacy. Civil rights are protected with regard to actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or lack of English language skills. All complainants are advised of their right to pursue civil law remedies.~~

~~All complaints are to be reported to the Assistant Superintendent of Administrative Services. Unlawful discrimination complaints shall be initiated no later than six months from the date the alleged discrimination occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination unless the time for filing is extended by the Superintendent or designee upon written request by the complainant. In a complaint of unlawful discrimination, a complainant has the right to seek civil law remedies after sixty (60) days have elapsed since filing an appeal with the California Department of Education, with the exception of injunctive relief, for which the moratorium does not apply. Discrimination and harassment complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts.~~

~~This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis.~~

~~The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.~~

~~The Board recognizes that a natural mediator can often suggest an early compromise that is agreeable to all parties in a dispute. The district will provide an opportunity for complainants and/or representatives to present relative information. Whenever all parties to a complaint agree to try to resolve their problem through mediation, the Superintendent or designee shall initiate a mediation process before beginning a formal compliance investigation. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations. The complaint process will be concluded within sixty (60) days unless the complainant agrees in writing to an extension of time. The district's decision will be reported in writing, sent to the complainant within sixty (60) calendar days of receipt of the complaint, and contain: a) findings of fact based on the evidence gathered b) conclusion of law c) disposition of the complaint d) rationale for the findings, e) corrective actions (if any), f) notice of the complainant's right to appeal the district's decision to the California Department of Education within fifteen (15) days of receiving the district's written decision, and g) procedures to be followed for initiating an appeal to the California Department of Education.~~

~~The California Department of Education may directly intervene in a complaint without waiting for district action under certain circumstances (Code of Regulations, Title 5, Section 4650).~~

~~Copies of the district's complaint procedures shall be available free of charge.~~

The Governing Board recognizes the District is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The District shall investigate any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying and shall seek to resolve those complaints in accordance with the District's uniform complaint procedures.

The District shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code section 200 and 220 and Government Code section 11135, including those with actual or perceived characteristics such as race or ethnicity, color, ancestry, national origin, nationality, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by the District or that is funded directly by, or that receives or benefits from any state financial assistance.

Uniform complaint procedures shall also be used to address any complaint alleging the District's failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, and the development and adoption of the school safety plan.

Uniform complaint procedures shall be used to address any complaint alleging the District's non-compliance with Article 5.5 of Chapter 6 of Part 27 of Division 4 of Title 2 of the Education Code (commencing with Section 49010) regarding pupil fees.

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible. The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.

In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.

The District's Williams uniform complaint procedures, BP 7703.01, shall be used to investigate and resolve any complaint related to the following:

1. Textbooks or Instructional Materials
2. Facility Conditions
3. Teacher Vacancies or Misassignments
4. High School Exit Examination

Legal Reference:

EDUCATION CODE

<u>200-262.4</u>	<u>Prohibition of discrimination</u>
<u>8200-8498</u>	<u>Child care and development programs</u>
<u>8500-8538</u>	<u>Adult basic education</u>
<u>18100-18203</u>	<u>School libraries</u>
<u>32289</u>	<u>School safety plan, uniform complaint procedures</u>
<u>35186</u>	<u>Williams uniform complaint procedures</u>
<u>37254</u>	<u>Intensive instruction and services for students who have not passed exit exam</u>
<u>41500-41513</u>	<u>Categorical education block grants</u>
<u>48985</u>	<u>Notices in language other than English</u>
<u>49060-49079</u>	<u>Student records</u>
<u>49490-49590</u>	<u>Child nutrition programs</u>
<u>52160-52178</u>	<u>Bilingual education programs</u>
<u>52300-52490</u>	<u>Career technical education</u>
<u>52500-52616.24</u>	<u>Adult schools</u>
<u>52800-52870</u>	<u>School-based program coordination</u>
<u>54000-54028</u>	<u>Economic impact aid programs</u>
<u>54100-54145</u>	<u>Miller-Unruh Basic Reading Act</u>
<u>54400-54425</u>	<u>Compensatory education programs</u>
<u>54440-54445</u>	<u>Migrant education</u>
<u>54460-54529</u>	<u>Compensatory education programs</u>
<u>56000-56867</u>	<u>Special education programs</u>
<u>59000-59300</u>	<u>Special schools and centers</u>
<u>64000-64001</u>	<u>Consolidated application process</u>

GOVERNMENT CODE

<u>11135</u>	<u>Nondiscrimination in programs or activities funded by state</u>
<u>12900-12996</u>	<u>Fair Employment and Housing Act</u>

PENAL CODE

<u>422.6</u>	<u>Interference with constitutional right or privilege</u>
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CODE OF REGULATIONS, TITLE 5

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

UNITED STATES CODE, TITLE 20

6301-6577 Title I basic programs

6601-6777 Title II preparing and recruiting high quality teachers and principals

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs

Board of Trustees: February 9, 1981

Reviewed: April 1986

Revised: March 1993

Revised: June 1996

Revised: May 2004

Revised: September 2007

Revised: May 2008

Revised: July 2008

Revised: March 2013

AP

Compliance Officers

The Board designates the Assistant Superintendent of Administrative Services Human Resources as and the following eCompliance eOfficers designated to receive and investigate complaints and ensure districtDistrict compliance with the law: The Compliance Officer may designate another District administrator to investigate complaints.

Assistant Superintendent, Human Resources
501 Crescent Way / P.O. Box 3520
Anaheim, CA 92803

Phone: 714 999-1512

<u>Harassment / Discrimination / Disability / Bullying</u>	<u>Assistant Superintendent / Administrative Services Human Resources</u> <u>501 Crescent Way P.O. Box 3520</u> <u>Anaheim, CA 92803</u> <u>714 999-1512</u>
<u>Disability Issues</u>	<u>Director: Classified / ——— Certificated ——— Human Resources</u>
<u>Special Education</u>	<u>Director: Special Youth Services</u>
<u>Special Programs (Title I, Voc Ed, LEP, Title VI, School Improvement)</u>	<u>Director: Special Programs</u>
<u>10th Grade Counseling</u>	<u>Director: Instructional Services</u>
<u>Child Nutrition</u>	<u>Director: Food Services</u>
<u>Site Issues</u>	<u>Principals</u>
<u>Other</u>	<u>As Appropriate</u>

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

The Anaheim Union High School District is primarily responsible for compliance with federal and state laws and regulations. The Superintendent or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of district complaint procedures and information about available appeals and civil law remedies under state or federal discrimination laws. Complainants have a right to pursue available civil remedies, such as mediation centers, public/private interest attorneys, and legal assistance agencies, such as the Orange County Bar Association.

The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs.

~~Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with the Code of Regulations, Title 5, Section 4632.~~

~~The district will use its uniform complaint procedures when addressing all complaints regarding sex equity, and the development and adoption of the School Safety Plan.~~

~~Investigations of discrimination complaints shall be conducted in a manner that protects confidentiality of the parties and the facts (Code of Regulations, Title 5, Section 4630).~~

~~Due process hearing procedures will be used for the resolution of issues between a parent/guardian and the district or Special Education Local Placement Agency (SELPA) regarding the identification, assessment, or placement of a special education student.~~

~~All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.~~

Step 1: Filing of Complaint

~~Any individual, public agency or organization may file a written complaint of alleged noncompliance.~~

~~The complaint shall be presented to the Assistant Superintendent of Administrative Services who will forward it to the appropriate site or district office for processing. The Assistant Superintendent of Administrative Services, as well as each administrator assigned a complaint, will maintain a log of complaints received, providing each with a code number and a date stamp. All written decisions will be copied to the Assistant Superintendent of Administrative Services.~~

~~If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or disabilities, direct staff shall help him/her to file the complaint (Code of Regulations, Title 5, Section 4600).~~

~~Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class or individuals has been subjected to unlawful discrimination. In a complaint of unlawful discrimination, a complainant has the right to seek civil law remedies after sixty (60) days have elapsed since filing an appeal with the California Department of Education, with the exception of injunctive relief, for which the moratorium does not apply (Education Code Section 262.3). The complaint must be initiated no later than six (6) months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination (Code of Regulations, Title 5, Section 4630).~~

Step 2: ~~Consideration of Mediation~~

~~As an aspect of resolving the complaint, the compliance officer shall informally discuss with the complainant the possibility of using mediation. If all parties agree to mediation, the compliance officer shall make all arrangements for this process.~~

~~Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.~~

~~If the mediation process does not resolve the problem with the parameters of the law, the compliance officer shall proceed with his/her investigation of the complaint.~~

~~The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.~~

Step 3: ~~Investigation of Complaint~~

~~The compliance officer shall hold an investigative meeting after receiving the complaint of after an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or his/her representative and the district's representatives shall also have an opportunity to present evidence or information relevant to the complaint. (Code of Regulations, Title 5, Section 4631). Parties to the dispute may discuss the complaint and question each other and each other's witnesses.~~

~~Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.~~

~~Refusal by the district to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.~~

~~To ensure that all pertinent facts are made available, the compliance officer and the complainant, and/or his/her representative, may ask other individuals to attend this meeting and provide additional information.~~

Step 4: ~~Response~~

~~Within sixty (60) calendar days of the district initially receiving the complaint, the~~

~~compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision as described in Step 5 below. The complainant may choose to extend the response time by submitting his/her written request to the Superintendent or designee.~~

Step 5: Final Written Decision

~~The report of the district's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the district will arrange a meeting at which a qualified interpreter will be present.~~

UNIFORM COMPLAINT PROCEDURES

~~This report shall include:~~

- ~~1. Findings of fact based on the evidence gathered.~~
- ~~2. Conclusions of law.~~
- ~~3. Disposition of the complaint.~~
- ~~4. Rationale for the findings.~~
- ~~5. Corrective actions (if any).~~
- ~~6. Notice of the complainants right to appeal the district's decision to the California Department of Education within fifteen (15) days of receiving the district's written decision.~~
- ~~7. Procedures to be followed for initiating an appeal to the California Department of Education.~~

~~If an employee is disciplined as a result of the complaint, the report shall simply state that effective action was taken and that the employee was informed of district expectations. The report shall not give further information as to the nature of the disciplinary action.~~

Appeals to the California Department of Education

~~If dissatisfied with the district's decision, the complainant may appeal in writing to the California Department of Education within fifteen (15) days of receiving the district's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals.~~

~~When appealing to the California Department of Education, the complainant must~~

~~specify the reason(s) for appealing the district's decision and must include a copy of the locally filed complaint and the district's decision (Code of Regulations, Title 5, Section 4652).~~

Notifications

The Superintendent or designee shall annually provide written notification of the District's uniform complaint procedures to students, employees, parents/guardians, the District advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process pursuant to Education Code sections 262.3 and 49013(c), including the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies
4. Include statements that:
 - a. The District is primarily responsible for compliance with state and federal laws and regulations.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. An unlawful discrimination, harassment, intimidation or bullying complaint must be filed not later than six months from the date the alleged discrimination harassment, intimidation, or bullying occurs, or six months from the date the complainant first obtains knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.
 - d. The complainant has a right to appeal the District's decision to the CDE by filing a written appeal within 15 days of receiving the District's decision.
 - e. The appeal to the CDE must include a copy of the complaint filed with the District and a copy of the District's decision.
 - f. Copies of the District's uniform complaint procedures are available free of

charge.

Procedures

The following procedures shall be used to address all complaints which allege that the District has violated federal or state laws or regulations governing educational programs or which allege unlawful discrimination, harassment, intimidation or bullying.

All complaints shall be investigated and resolved within 60 days of the receipt of the complaint. Compliance Officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 5 CCR 4631 and 4633.

All known complainants and respondents involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of the District's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)

A complaint concerning unlawful discrimination, harassment, intimidation, or bullying may be filed only by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation, or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation, or bullying. The complaint shall be initiated no later than six months from the date when the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 days. (5 CCR 4630)

A complaint alleging non-compliance with the law regarding student fees and charges (Education Code section 49010 et seq.) may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of non-compliance.

The complaint shall be presented to the Assistant Superintendent of Human Resources who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, District staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Step 2: Mediation

The Compliance Officer may informally discuss with all the parties the possibility of using mediation. If the parties agree to mediation, the Compliance Officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the Compliance Officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the Compliance Officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (5 CCR 4631)

Step 3: Investigation of Complaint

Within a reasonable time of receiving the complaint, the Compliance Officer shall provide the complainant (if known) and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The Compliance Officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.

A complainant's refusal to provide the District's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631) This provision shall not apply to anonymous complaints alleging non-compliance with the laws regarding student fees and charges (Education Code section 49010 et seq.) if the complaint provides evidence or information leading to evidence to support an allegation of non-compliance.

In accordance with law, the District shall provide the investigator with access to records and/or other information related to the allegation in the complaint. (5 CCR 4631)

Step 4: Response

Unless extended by written agreement with the complainant, the Compliance Officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in Step #5 below, within 60 days of the District's receipt of the complaint. (5 CCR 4631)

Step 5: Final Written Decision

The District's decision shall be in writing and sent to the complainant. (5 CCR 4631) The District's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered.
2. The conclusion(s) of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted. If a complaint alleging non-compliance with the laws regarding student fees and charges is found to have merit, the District shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the District to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
6. Notice of the complainant's right to appeal the District's decision within 15 days to the CDE and procedures to be followed for initiating such an appeal.

In addition, any decision concerning a complaint of discrimination, harassment, intimidation, or bullying based on state law shall include a notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)

If investigation of a complaint results in discipline to a student or an employee, the decision shall simply state that effective action was taken and that the student or employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the CDE within 15 days of receiving the District's decision. When appealing to the CDE, the complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the District's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the District's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by the District, if not covered by the decision.
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the District's uniform complaint procedures.
7. Other relevant information requested by the CDE.

The CDE may directly intervene in a complaint without waiting for action by the District when one of the conditions listed in 5 CCR 4650 exists, including cases in which the District has not taken action within 60 days of the date the complaint was filed with the District.

Civil Law Remedies

Civil law remedies may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable. In appropriate cases, an appeal may be filed pursuant to Education Code section 262.3.

A complainant may pursue available civil law remedies outside of the District's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

For complaints of discrimination, harassment, intimidation, or bullying based on state law, a complainant shall wait until 60 days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies, provided the District has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622. The moratorium does not apply to injunctive relief and to complaints of discrimination, harassment, intimidation, or bullying based on federal law.

Cross Reference:

~~_____ Anaheim Union High School District Board Policy
_____ 7703.01 _____ Williams Uniform Complaint Procedures~~

~~_____~~
Legal References:

Education Code

~~_____ 200 _____ Education Equity
_____ 212.5 _____ Education Equity, Sexual Harrassment
_____ 220 _____ Prohibition of Discrimination
_____ 221.5 _____ Sex Equity in Education
_____ 231.5 _____ Educational Equity
_____ 262.3 _____ Education Equity; Enforcement
_____ 35186 _____ Uniform Complaint Process
_____ 48980 _____ California School Information Services~~

Code of Regulations, Title 5

~~_____ 4600 _____ General Definitions
_____ 4610 _____ Purpose and Scope
_____ 4611 _____ Local Education Agency Responsibilities
_____ 4621 _____ District Policies and Procedures
_____ 4622 _____ Notice
_____ 4630 _____ Filing a Local Complaint
_____ 4631 _____ Responsibilities of the Local Education Agency
_____ 4632 _____ Appeal of Local Education Agency Decision
_____ 4650 _____ Basis of Direct State Intervention
_____ 4652 _____ Appealing Local Agency Decisions
_____ 4680-4687 _____ Williams Complaints~~

Penal Code

~~_____ 422.55 _____ Hate Crimes~~

Civil Rights Act of 1964

Title IX, Education Amendments of 1972

~~_____ 1681 _____ Sex Discrimination~~

Rehabilitation Act of 1973

~~_____ 504 _____ Discrimination Based on Disability~~

Improving America's Schools Act of 1994

Americans With Disabilities Act of 1990

United States Code, Title 42

~~_____ 2000 et seq. Public Education Definitions~~

~~United States Code, Title 20
1681 Discrimination Based on Sex or Blindness~~

~~Code of Federal Regulations, Title 34
100.1 Nondiscrimination Under Programs Receiving Federal Assistance
106.1 Nondiscrimination on the Basis of Sex in Education Programs~~

Board of Trustees: February 9, 1981

Reviewed: April 1986

Revised: March 1993

Revised: June 1996

Revised: May 2004

Revised: September 2007

Revised: May 2008

Revised: July 2008

Revised: March 2013

AP

EXHIBIT L

Not Available at Time of
Print

**ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION
(APGA)**

INITIAL CONTRACT PROPOSAL TO THE

**ANAHEIM UNION HIGH SCHOOL DISTRICT
BOARD OF EDUCATION
(AUHSD)**

FOR THE 2013-2014 SCHOOL YEAR CONTRACT

February 28, 2013

Anaheim Personnel and Guidance Association (APGA)
Initial Contract Proposal for 2013-14

The Anaheim Personnel and Guidance Association (APGA) wishes to continue with the 2012-2013 contract as it currently reads with the exception of the items noted below:

Article 1: Agreement

The Association wishes to change the date of the agreement to read the accurate date the agreement is reached for the 2013-2014 school year.

Article 14: Wages and Items Related to Wages

14.1 Salary - Counselors

Update effective dates and other information as appropriate.

The Association reserves the right to present a proposal for a salary schedule increase when additional budget information is available from the State.

Article 20: Duration

This agreement shall remain in full force and effect until August 31, 2014 and shall continue in effect day to day until such time as a new or modified Agreement is ratified by both parties.

Appendixes and MOU's

APPENDIX A, Student/Teacher Calendar

The Association asks for the Student/Teacher Calendar to be updated to reflect the 2013 – 2014 school year.

APPENDIX B, Counselor Salary Schedule

The Association asks for the Counselor Salary Schedule to be updated to reflect the 2013 – 2014 school year. If the 2013-2014 Counselor Salary Schedule agreed upon provides lower salaries than the 2011-2012 Counselor Salary Schedule, the 2011-2012 Salary Schedule shall be included as Appendix B-2. In addition, please add the 2013-2014 ASTA (Teacher) Salary as Appendix B-3. (See 2012-2013 APGA Contract - Article 14.2)

MOU, APPENDIX E, ENGLISH LEARNER STIPEND

The Association wishes to develop a more equitable distribution formula for the EL Coordinator stipend. In addition, the Association wishes to continue to discuss the title, duties and responsibilities for the position designated as “EL Coordinator.”

MOU, APPENDIX F, Staff Development Work Schedule

The Association asks for the continuance of the MOU on Staff Development Work Schedule until August 31, 2014.

MOU, APPENDIX G-1, G-2, Job Sharing

The Association asks for inclusion of the language contained in the MOU on Job Sharing into the body of the APGA Contract after Article 15 under a new Article 16 labeled: “Job Sharing with the following language adjustments:” (This would result in all subsequent Article numbers being increased as appropriate.)

(Article I) 5. Return to Full-Time Assignment

5.1 If a unit member on a regular contract is in a job-sharing assignment and elects to return to a full-time counseling position, or if the District revokes the job-sharing agreement, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.

5.2 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to a full time position, or if the District revokes the job-sharing agreement, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.

5.3 If a job-sharing unit member decides to end his/her job-sharing agreement and return to a full time position or if the District revokes the job-sharing agreement, the other member must return to full-time position or resign his/her position.

MOU, APPENDIX H, Layoff and Tie Breaking Criteria

The Association asks for the continuance of the MOU on Layoff and Tie Breaking Criteria with the following language adjustments until August 31, 2014:

In the event that no counselor volunteers for reassignment or there is a tie to determine who will be surplusd at a site and moved to another location, the following criteria in priority order will be used:

- 1. (Exactly as detailed in the 2012-2013 contract.)**
- 2. Seniority as a counselor at the site as determined by the date assigned to the site by the District.**
- 3. – 9. (Exactly as in the 2012-2013 contract.)**

1

MOU, APPENDIX I, Reassignment/Surplusing Process and Tie-Breaking Criteria

The Association asks for the continuance of the MOU on Reassignment/Surplusing and Tie-Breaking Criteria with the following language adjustments until August 31, 2014:

**MOU, APPENDIX J, HEALTH AND WELFARE PROGRAM CHANGE
REMOVE APPENDIX J ITEM**

**MOU, APPENDIX K, HEALTH AND WELFARE
REMOVE APPENDIX K ITEM**

**MOU, APPENDIX L, HEALTH AND WELFARE PROGRAM CHANGE
REMOVE APPENDIX L ITEM**

MOU, APPENDIX M, Health and Welfare Reopener

The Association asks for the continuance of the MOU on the Health and Welfare Reopener until June 13, 2014 with appropriate service date adjustments.

MOU, APPENDIX N, ENGLISH LEARNER COORDINATOR DUTIES AND STIPEND

The Association asks for the continuance of the MOU on discussing and clarifying the English Learner Coordinator Duties through August 31, 2014.

Adjust MOU “Appendix Designation Letters” as appropriate.

PROPOSED AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND..

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 3112 (COUNCIL 36)

For the Period

July 1, 2013

to

June 30, 2016

(Submitted by AFSCME on March 12, 2013)

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ATTACHMENTS

A 2006 – 2007 Salary Schedule

B AFSCME JOB TITLES

AGREEMENT

(Please note: the following proposal is submitted by AFSCME Local 3112 with two goals in mind: [1] to be consistent with its Unfair Labor Practice charge ["LA-CE-5741-E"] and [2] to present a proposal which is written in such a manner that it will be understood by the parties in negotiations regardless of whether this charge is converted into a complaint or not.)

This Agreement is made and entered into this _____, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803-3520, hereinafter referred to as the "District" or "Board" and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 3112, (AFSCME Council 36), whose address is 2101 West Crescent Avenue, Suite C, Anaheim, California, 92801, hereinafter referred to as the "Union" or "AFSCME."

ARTICLE 1: RECOGNITION

The Board recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112, (AFSCME Council 36) as the sole and exclusive representative of blue collared classified as described below:

INCLUDED

Athletic Facilities Worker I
Athletic Facilities Worker II
Audio-Visual Technician
Auditorium Operations Assistant
Auditorium Operations Technician
Bus Driver
Custodian
Custodian-Athletic Facilities
Driver Instructor
Electronics Technician
Equipment Operator
Equipment Repair Mechanic
Food Service Assistant I
Food Service Assistant II
Food Service Assistant III
Food Service Assistant III-Bilingual
Food Service Assistant IV-Food Preparation
Food Service Assistant IV-Food Production Office
Food Service Baker
Food Service Cook
Food Service Equipment Technician
Graphic Arts 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
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
Technology Service Technician (replaces School site Technology Technician)
Transportation Dispatcher
Transportation Operations Specialist
Warehouse Worker-Central Warehouse
Warehouse Worker-Nutrition Services

It is agreed by the parties that all Food Service Assistants IIIs currently assigned to an elementary school (no longer in a floating assignment) shall be at least 10.5 month employees.¹

EXCLUDED

Food Service Manager I; Food Service Manager II; Food Service Supervisor; Maintenance Lead; Project Manager; Site Custodial Supervisor I; Site Custodial Supervisor II; all substitutes; all classified directors; all management supervisory and all confidential employees as defined by PERB.

The Union, in turn, recognizes the Board as a duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.

4.2 1.1 It is agreed by the parties that both AFSCME and the Anaheim Union High School District have negotiated the principle of "seniority" into this collective bargaining agreement wherever it is possible to do so.—~~All applications of seniority are specifically noted within this agreement.~~ It is further agreed by the parties that the principle of "seniority" shall be used by the District to solve unanticipated problems in assignments or equity matters, as long as a fair, neutral and reasonable observer would not conclude, upon examining the issue, that the application of seniority would cause a significant obstacle to the efficient operation of the District.

¹ Note of March 12, 2013: Because of AFSCME's ULP, AFSCME believes this language is still in, while the District does not share this belief.

- 1.2 ~~It is agreed by the parties that effective on the date of the signing of this re-opener,~~ All skilled maintenance work performed on the weekend shall be performed by skilled craft-workers covered by this collective bargaining agreement, not by maintenance lead workers nor any other management or supervisory employees of the District. This clause shall be applied with equal force to ensure that semi-skilled and un-skilled maintenance work will not be performed by management or supervisory employees on the weekends.
- 1.3 Students shall not do the work of employees represented by AFSCME.
- 1.4 Volunteers shall not do the work of employees represented by AFSCME.
- 1.5 Neither contract employees nor contractors shall be employed by the District to do the work of employees represented by AFSCME. Moreover, regardless of what they are called, no other person or persons shall do the work of employees represented by AFSCME.

ARTICLE 2: HEALTH AND WELFARE

- 2.1 The Board shall contribute towards the cost of medical, dental, life, vision care, short term income protection, and accidental death/dismemberment insurance benefits for active employees who are within the unit through June 30, 2004 as indicated below:
 - 2.1.1 Effective October 1, 2005, self-insured major medical utilizing the Blue Cross Prudent Buyer Plan or Blue Cross HMO insurance for employees and eligible dependents utilizing the Preferred Provider Plan with \$200 deductible per person, maximum of \$600 per family or the HMO Plan.
 - 2.1.1.1 All eligible bargaining unit members and retirees currently enrolled in the Preferred Provider Plan shall be provided with a prescription drug card utilizing a co-payment system.
 - 2.1.2 Life and accidental death/dismemberment insurance for employees and life insurance protection for employee's spouse and eligible children.
 - 2.1.3 Delta Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70% coverage for major dental procedures.
 - 2.1.4 Vision health services with special contact lens provisions for employees and eligible dependents.
 - 2.1.5 Alcohol, drug abuse and psychological care utilizing MHN Company for employees, spouse, and eligible dependents.
 - 2.1.6 Short term income protection plan. Up to two years, \$5,000 maximum, 66.6% of income with a sixty (60) day elimination period. American Fidelity Assurance Company shall be the administrator and the plan provider.
 - 2.1.7 Hearing aids and annual hearing examination for employees only.

- 2.2 The Union shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan.
- 2.3 In the event an employee expires while in paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of eight (8) additional calendar months following the month of the employee's death. ~~(Increase to four (4) months from one (1) month effective January 1, 2005.)~~
- 2.4 The District will maintain a self-insurance plan, using the contract administrator of its choice. The District shall meet, negotiate, and reach agreement with the union through the District Insurance Committee if it wishes to change contract administration.
- 2.5 Employees, spouse, and dependents may select the doctor of their choice and reimbursement will be approved at a reasonable and customary rate set by the foundation doctors and/or insurance companies.
- 2.6 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all employees in the employment of the District between July 1, 1975 and February 28, 1980 and who retired on or after February 28, 1980 with fifteen (15) or more years of service to the District and who are not otherwise covered by similar programs provided through social security or other retirement plans. The retiree's coverage shall terminate upon the first day of the month immediately preceding the date that a retiree attains age sixty-five (65), or becomes eligible for Medicare, whichever comes first. However, supplemental coverage for employees sixty-five (65) years or over shall be provided by the District.

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 costs and the 1979-80 costs.

The retiree shall no longer be eligible for this benefit when the retiree becomes eligible for a group medical or dental benefit plan with another employer or agency.

Employees who are hired after February 28, 1980 and who subsequently retire from the District with fifteen (15) or more years of service, and who have not attained the age of 60, may participate in the major medical and dental portion of the fringe package by depositing the entire amount

of the premium with the District Business Office, unless they become eligible for a group medical or dental plan with another employer.

All employees ages 60-65 who are regularly employed on February 21, 1989 and who retire on or after that date with fifteen (15) years of service to the District and who are not otherwise covered by similar programs provided through social security or other retirement programs shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only at no cost to him/her.

2.7 Insurance Committee

The union may name two (2) (regular) members of the District Insurance Committee, one of whom may be the AFSCME business representative. Decisions of the insurance committee shall not be binding on AFSCME. The District and the Union will work together aggressively on health and welfare cost containment.

2.8 Eligibility

All employees who work at least four (4) hours per day shall be covered under the Health and Welfare program.

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.

2.9 Employee Assistance Programs

Employees may take non-work time to avail themselves of any Employee Assistance Program which is made available through AFSCME or other appropriate sources. AFSCME shall be allowed to post flyers on all bulletin boards regarding such employee assistance programs. Employee participation in such Employee Assistance Program shall be completely confidential. Work time absences for participation in Employee Assistance Programs shall be covered by Article 13.10.

ARTICLE 3: ORGANIZATIONAL SECURITY – AGENCY SHOP (FAIR SHARE)

3.1 Dues Deduction

The right to payroll deduction for payment of organizational dues shall be accorded to the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Union dues and fees shall be one percent (1%) of the employee's base gross wages. The District agrees to recalculate wages two times a year until there is the ability to recalculate monthly.

Provided the district receives at least 25 requests, payroll deduction for voluntary political contributions through AFSCMEs "PEOPLE" Program, or other similar programs, shall also be provided by the District to AFSCME.

- 3.1.1 Non-benefited food service positions will come under this provision through attrition.
- 3.1.2 Non-benefited food service employees who are not currently AFSCME members will have until July 1, 2000 to complete an exclusionary form. Failing to complete an exclusionary form by that date will result in AFSCME membership.

- 3.2 All permanent classified employees shall sign in ink and deliver to the Union Business Office and the District Payroll Office an official District payroll deduction authorization for union membership dues. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the employee.
- 3.3 Said deduction, together with a written statement of names and amounts deducted, as well as the "People" deductions, shall be forwarded within thirty (30) calendar days to the Union headquarters. Changes in the amounts of dues to be deducted shall be requested in writing by the Union. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) calendar days after such submission.
- 3.4 All employees who voluntarily are, or who voluntarily become members of the Union shall remain members of the Union in good standing until the period March 1, 2016, to March 31, 2016..
- 3.5 The right of payroll deduction for payment of organizational dues shall be accorded by the Board to AFSCME, and shall not be accorded to any other organization whose employees are part of the bargaining unit represented by AFSCME.
- 3.6 Any employee represented by AFSCME, Local 3112, who feels s/he cannot continue to pay his/her Union dues, fees and general assessments due to a financial hardship, may petition in writing to the Executive Board of AFSCME, Local 3112, a request for review of his/her personal circumstances to allow the employee to withdraw from the Union. This review shall be done on an individual/ confidential basis; the decision shall be left solely to the Executive Board of AFSCME, Local 3112.
- 3.7 Agency Shop (Fair Share)
- 3.7.1 Any employee who is not a member of AFSCME or who does not make application for membership within thirty calendar (30) days of the effective date of this Section, or within thirty (30) calendar days from the date of completion of probation shall become a member of the Union or pay to the Union a fee in an amount equal to membership dues payable to the Union in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in section 3.2 of this Article. In the event that an employee shall not pay such fee directly to the Union, or authorize payment through payroll deduction as provided in section 3.2, the Union shall so inform the District,

and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in section 3.2 of this Article. There shall be no charge to the Union for such mandatory agency fee deductions.

- 3.7.2 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support AFSCME except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor charitable funds exempt from taxation under section 501(c) (3) of Title 26 of the Internal Revenue Code:
 - 3.7.2.1 Anaheim Union High School District Scholarship Fund
 - 3.7.2.2 Anaheim Prep Sports/Activities Foundation
 - 3.7.2.3 Any other qualified charity mutually agreed upon by the fee payer and the Union.
- 3.7.3 Those who object to joining or financially supporting employee organizations, pursuant to section 3.7.2 above, shall submit proof of payment on an annual basis to the Union and District as a condition of continued exemption from the provisions of sections 3.7.1 and 3.7.2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment, in lieu of the service fee, has been made. Such proof shall be presented on or before October 1 of each school year. A written statement of objection shall accompany the first year's proof of payment and is subject to verification by the Union.
- 3.7.4 Any employee making payments as set forth in sections 3.7.2 and 3.7.3 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 3.7.5 With respect to all sums deducted by the District, pursuant to section 3.7.1 and 3.7.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Union accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as

to membership or non-membership in the Union, and indicating any changes in personnel from the list previously furnished.

3.7.6 The Union agrees to furnish any information needed by the District to fulfill the provisions of section 3.7 of this Article.

3.8 Hold Harmless

3.8.1 The Union agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation.

3.8.2 The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 3.9.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.

3.9 The District and Union recognize that an employee may at any given time, be employed both by Anaheim Union High School District and by Anaheim City School District. In the situation where a work-related problem in this District may require the involvement of the Anaheim City School District, this District will make every effort to insure that the Anaheim City School District recognizes the Union as representative of the employee and to urge the Anaheim City School District to cooperate with the Union and to otherwise allow it to fully represent the employee.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is a claim by an employee that there has been a misinterpretation, misapplication, or violation of a specific provision of this agreement.

4.1 Rights of the Union

4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of an individual to seek a satisfactory resolution to his/her problem by him/herself.

4.1.2 If an employee is not represented by the Union or its representative, the District shall notify the Union whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Union of the proposed adjustment and shall provide the Union with the opportunity to respond to the

proposed adjustment. If the District wishes to settle such grievance in a manner that would set precedence for future interpretations of the collective bargaining agreement between the parties, the District shall obtain not only the written concurrence of the employee involved but the union as well.

4.2 General Provisions

- 4.2.1 The grievant may have a representative, who is an employee of the District or a staff member of AFSCME, at the informal level. Said representative and the grievant shall obtain permission of his/her immediate supervisor and shall report back to the supervisor when the informal grievance meeting has been concluded. In addition, the grievant shall have the right to be represented by the Union at Steps 1, 2, 3, and Arbitration.
- 4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form already approved by the parties and shall be a statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conference and the remedy sought. If a mistake as to the specific article and section is made at the first written level of the grievance steps, the grievance may proceed to Step III with corrections made, provided however, that new allegations are not introduced.
- 4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:
 - 4.2.3.1 Grievance sustained.
 - 4.2.3.2 Grievance denied.
 - 4.2.3.3 Grievance sustained in part.
- 4.2.4 During the conduct of grievance meetings, only the following participants shall be permitted:
 - 4.2.4.1 The grievant(s).
 - 4.2.4.2 The grievant's representative (maximum of two (2)).
 - 4.2.4.3 The respondent.
 - 4.2.4.4 The respondent's representative (maximum of two (2)).

4.2.4.5 Any witness deemed necessary by either party.

At the request of either party, all witnesses for both parties shall be sequestered.

4.2.5 Failure to Meet Time Limits

If a grievance is not processed by the grievant and the Union in accordance with the time limits set forth in this Article, it shall be considered withdrawn by the union.² If the District fails to respond to the grievance within the time limits at each step of the grievance, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter break or spring break.

4.2.6 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussion.

4.2.7 Employees, not to exceed a maximum of the grievant and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day. When employees from other parts of the District transfer, demote, or promote into the bargaining unit covered by this collective bargaining agreement, their existing file(s) shall be promptly and completely excised of any documents, communications, and records dealing with the processing of a grievance or claim while an employee in the other part of the District. AFSCME shall be notified in writing by the District on a case by case basis as to whether such excising has taken place. Such notification shall occur within twenty two (22) work days of the transfer, promotion, or demotion of the new bargaining unit member.

² The District, given the dispute over AFSCME's Unfair Labor Practice Charge, may consider this to be accepted already.

Such excised documents shall be completely destroyed by the District and, under no circumstances, may be used by the District in any future proceeding.

Other material which would not have been placed in an employee's file if he or she had been covered by this collective bargaining agreement shall also be excised and destroyed by the District, and done so within the same time frames.

- 4.2.8 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 4.2.9 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administrative office is open for business.
- 4.2.10 The original written remedy sought by the grievant, or the Articles or Sections cited, may be modified at Step 2 or 3 by the union, as long as it does not change the nature of the grievance.

4.3 Grievance Procedures

- 4.3.1 Step 1: When a unit member has a grievance, the grievance may be brought to the attention of the appropriate administrative representative in an attempt to resolve the problem through discussion.
- 4.3.2 Step 2: The grievant or the grievant's representative shall present the grievance in writing to the appropriate administrative representative of the Board. Such grievances must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence, whichever is later. Within five (5) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within ten (10) days after the Step 2 meeting.
- 4.3.3 Step 3: In the event the grievant is not satisfied with the decision of Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee and request a formal hearing. Such appeal must be made within ten (10) days of the termination of Step 2. The appeal shall include a copy of

the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal.

In lieu of a formal hearing, the grievant may request that an informal conference be held with the Superintendent or designee in an attempt to resolve the problem through discussion.

Step 3 hearings or conferences shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing or conference and such a decision will terminate Step 3.

4.3.4 Arbitration

4.3.4.1 Submission to Arbitration

If the Union is not satisfied with the decision at Step 3, the grievance may be submitted, by the Union, to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within fifteen (15) days of the Union's receipt of the Step 3 decision.

4.3.4.2 Selection of Arbitrator

The Union and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules governing employment *labor* disputes.³ Both parties will request lists from the American Arbitration Association which only contain the names of Arbitrators who are members of the National Academy of Arbitrators.

4.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.3.4.2 above shall conduct a hearing promptly, and in accordance with the American Arbitration Association rules governing ~~employment~~ labor disputes. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) calendar days from the date of the hearing or thirty (30) calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

³ Again, the District may believe this word change has been accepted.

4.3.4.4 Fees and Expenses

The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them, except that the grievant, the grievance representative, and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Union. This shall include loss in compensation as a result of lost overtime opportunities.

4.3.4.5 Statement of Issues

The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of ~~procedural~~ disputes regarding arbitrability, the parties agree that such questions of ~~procedural~~ arbitrability shall be decided by the arbitrator.

4.3.4.6 Limitations Upon Arbitrator

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or⁴ 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 (1) generally accepted rules for contract construction and (2) arbitrators' common understanding of the

⁴ Again, the District may believe this has been adopted.

informal rules and practices of the workplace . 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.

4.3.4.7 Rules of Procedure

Upon agreement of the parties, the arbitration may proceed under Expedited Employment⁵ Labor Arbitration rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

The decision of the arbitrator, ~~within the limits herein prescribed,~~ shall be binding on the Union, the District and the grievant.

4.4 No Reprisals

No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.

ARTICLE 5: WORKING HOURS⁶

5.1 Workday

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedures in effect at the time of the action, and only after meeting and conferring with AFSCME.

⁵ Again, the District may believe that this has already been accepted.

⁶ The parties may have a disagreement as to the state of the record on this Article. AFSCME's ULP charge may resolve this – one way or the other.

5.2 Workweek

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may, for valid operational reasons only, assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. The District will meet and ~~consult~~ confer with the AFSCME before making any permanent decisions.

5.3 Work Year

No employee's work year shall be reduced except by voluntary agreement between the employee, the District and the union.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

5.4 Lunch Periods

Each employee who works five (5) hours or more shall be granted an unpaid duty-free lunch period of at least one-half (1/2) hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift or as mutually agreed upon.

5.5 Rest Period

Each employee who works more than three (3) but less than six and one half hours per day shall be provided one (1) uninterrupted duty-free 15 minute rest period minute per day. Eight (8) hour, seven and one half hour, seven hour, and six and one half hour per day employees shall be provided two (2) uninterrupted duty free 15 minute rest periods each day. Rest periods will be taken at times approved by the immediate supervisor, except rest periods shall not be scheduled by a supervisor at

the end of the shift. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee and shall be taken in addition to and exclusive of the scheduled lunch period. Rest periods shall not be accumulated for any purpose.

Nothing in subsections 5.4 or 5.5 shall deprive any employee of a lunch or rest period he or she is currently receiving.

5.6 Extra Hours

The District shall make a good faith effort to ensure that all part-time regular employees are given an equal opportunity to work extra hours and extra assignments. (Although AFSCME believes the language above is sufficient as it is, we, out of an abundance of caution, hereby add the following sentence) "Good faith" effort shall mean at the very least a process similar to the process used to equalize overtime in Transportation. When the opportunity to work extra hours arises, and the extra hours do not conflict with regular employees' work schedules, regular employees shall be favored over substitutes. These extra hours shall be on a rotation based on seniority. Long-term openings shall be rotated after every two (2) weeks.

The parties agree that the above language is not meant to apply to or create overtime opportunities or health benefits.

5.6.1 In the Food Services Department, blue sheets will be updated on a regular basis, at a minimum of twice a year.

5.7 The Anaheim Union High School District shall provide an overtime/extra hours report which shall be posted monthly at each location. In order to comply with this section, the District shall post in plain view at each location all AFSCME and related substitute time sheets with names, social security numbers and ID numbers redacted.

5.8 Whenever there is a second service breakfast at the Elementary School level, these extra hours shall be provided to the Food Service III at the site. Also, no Food Service I at the Elementary School level shall do the work of the Food Service III at the Elementary School Level.

5.9 Overtime

Employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for any time worked in excess of eight (8) hours in any one (1) day except that it shall be after ten (10) hours for all time worked during the 10 hour/4 day work week during the summer recess and any time in excess of forty (40) hours in any calendar week. Except in an emergency, overtime shall be specifically assigned and authorized in advance by the supervisor.

- 5.9.1 For the purposes of computing the number of hours worked, time during which an employee is excused from work because of paid leave shall be considered as time worked by the employee. (~~Reference Education Code 45128~~)⁷
- 5.9.2 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay. The regular workweek shall begin at 12:01 a.m. Monday. This section shall also apply to regular employees on layoff who are acting as substitutes.
- 5.9.3 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay.

5.10 Overtime Pay on Holidays

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1 1/2) times the regular rate of pay in addition to the regular rate of pay for the holiday. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved. An employee who is assigned to a contract site will follow the contract site calendar as long as the number of compensated holidays is equal to the district's calendar.

5.11 Compensatory Time Off, Overtime - Right of Refusal

A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved. Such agreement shall be truly voluntary.

An employee may be assigned overtime only when (1) there is an emergency, (2) all other employees in the relevant classifications decline voluntary overtime, and (3) he/she is the employee within the relevant classification with the least overtime worked during the fiscal year. In the case of custodians and kitchen workers at the site, number three (3) in the sentence above shall read, "when he/she is the employee within the

⁷ Again, the District may believe this has been accepted.

relevant classifications at the site with the least overtime worked during the fiscal year."

5.12 Compensatory Overtime

Compensatory overtime off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor.

5.13 Assignment of Voluntary Overtime

The Anaheim Union High School District shall provide an overtime/extra hours report which will be posted monthly at each location. Except in emergencies, the opportunity to work overtime at a site to which assigned will be rotated in order of seniority, with the following exceptions:

5.13.1 Overtime at Handel and Glover Stadiums and graduation shall be offered to Maintenance and Grounds employees on a rotation basis according to seniority. Each June, one (1) list will be created of those regular employees who desire to work stadium and graduation overtime. Friday morning stadium clean up will be offered to custodial employees on a rotation basis, according to seniority. Saturday morning overtime for "clean-up" after athletic or musical events will be offered both to Maintenance and Grounds employees as well as to the top ten (by seniority) day custodians and Senior Custodians (stated more precisely, the seniority overtime list for Saturday morning "clean-ups" shall be integrated among the top ten – by seniority -- day custodians, Senior Custodians, and Maintenance and Grounds employees). If sufficient coverage is not available, the opportunity to work stadium and graduation overtime will be offered to all Operations employees as necessary.

Effective July 1, 2013, all musical events staged by the District which require overtime by Maintenance, Grounds, or Operations employees – including but not limited to – the event entitled "Bands Spectacular" – shall also be integrated into the same overtime rotation procedure described above.

5.13.2 For purpose of rotation, overtime declined shall count the same as overtime worked, except in the event such overtime is offered with twenty-four (24) hours or less advance notice, in which case the declined overtime will not count at all.

5.14 Night Work Differential

(See Article 11: Wages, 11.4)

5.15 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

5.16 Call Back Time

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

5.17 Transportation

Special rules of bus drivers, driver trainer, and dispatchers which modify and add to this Article and to this Agreement are contained in Article 15. They shall be considered a full and integral part of this Agreement.

ARTICLE 6: TRANSFER PROCEDURES

6.1 A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position he/she holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

6.2 ~~The personnel director shall determine whether classes are sufficiently related to permit transfer between them. S/he shall consider similarity of duties, minimum qualifications, examination content and occupational group.~~

6.3 A transfer shall be made without decrease or increase in salary rate, change in anniversary date, hours worked, accumulated illness leave, accumulated comp. time and accumulated vacation credit.

6.4 Voluntary Transfer

A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:

- 6.4.1 Transfer requests will be kept completely confidential. Such requests will be kept until June 30 of each year. Employees must reapply yearly. There will be no requirement, formally or informally, that supervisors approve transfer requests. Employees may contact the Classified Personnel Office to obtain information concerning current openings.
- 6.4.2 When vacancies occur, all employees who have current "Request for Transfer" forms on file with the Classified Personnel Office will be notified of the vacancy and given the opportunity to interview for the position.
- 6.4.3 The Classified Personnel Office shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.
- 6.4.4 When the employee is notified that he or she has received a transfer or a promotion, the previous supervisor cannot retain such an employee for more than ten (10) working days.

6.5 Disciplinary Transfer

A disciplinary transfer may be made only for reasonable cause.

6.6 No employee shall be transferred arbitrarily or capriciously.

6.7 ~~All employees of the unit are considered employees of the District and the District reserves the right to transfer employees to meet the needs of the District.~~

ARTICLE 7: EVALUATION PROCEDURES

7.1 The employee's assigned District manager shall make the evaluation and complete the evaluation form. Employees will be promptly informed as to who their assigned District manager is. Neither certificated teachers nor Athletic Directors shall evaluate employees covered by this agreement. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. No complaint against an employee or incident of alleged misconduct shall be included in an evaluation of that employee unless the information regarding the complaint or alleged misconduct has been discussed with the employee as soon as reasonably possible. The parties agree that reasonably possible in the previous sentence shall at the very least mean "within thirty days" of the District, or its agents, having been made aware of such information.⁸

7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.

7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.

7.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal feels that an evaluation would benefit the work performance of an employee.

7.1.3.1 Additionally, an evaluation will be performed at an employee's request, but in any event no more often than once per year.

7.1.4 Excellent performance shall be commended in writing on all evaluation forms.

7.1.5 The assigned District manager shall present the performance evaluation to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment within thirty (30) working days of the date on the copy of the Performance Evaluation Report.

7.1.6 The evaluation shall be made in writing on a form to be provided by the Classified Personnel Office. This form shall be designated the "Performance Evaluation Report" form.

⁸ Again, the District may believe that this has been accepted and codified.

- 7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated or that the evaluation given is, in effect, disciplinary.
- 7.1.8 Driving evaluations for bus drivers shall not be placed in the employee's Personnel File.
- 7.1.9 An employee shall have unrestricted access to all materials in his or her personnel file that may affect his or her employment status, except that such materials subject to inspection shall not include confidential ratings, reports, or records which were:
- Obtained prior to the person's employment
 - Prepared by identifiable examination committee members
 - Obtained in connection with a promotional examination⁹

Documents not in the employee's official District personnel file at the time of proposed discipline shall not be used against an employee in a subsequent discipline or discharge hearing. The parties agree that this does not ban documents at hearings that have as their only purpose proving that oral counseling occurred.¹⁰

- 7.1.0 Pages in the employee's files shall be numbered in consecutive order.

7.2 Non-Employee and/or Guardian Complaints Brought Against Unit Members

- 7.2.1 ~~If in the opinion of the supervisor~~ a serious complaint is lodged against an employee by a non-employee and/or Guardian, the employee shall be notified within a reasonable period of time. Complaints not reported to the employee under this section shall not be utilized in an evaluation or disciplinary action.

It is agreed by the parties that, for purposes of this section an employee of another School District – for example, Anaheim City School District or Savanna Elementary School District -- is a "non-employee or guardian."

⁹ Again, the District may believe this has been accepted.

¹⁰ Again, the District may believe this has been accepted.

- 7.2.2 If the complainant pursues the matter further, the supervisor will make available to the employee a conference between the person making the complaint, the employee and the supervisor. The purpose of this conference is to resolve the issue.
- 7.2.3 Complaints that are not resolved as per 7.2.2 above ~~may~~ shall be directed to the Superintendent.
- 7.2.4 If after the Superintendent has responded to the complaint, the person making the complaint is still not satisfied, further appeal may be made in writing to the Board of Trustees for its investigation and action if deemed necessary. Such investigation shall be conducted by an investigator jointly appointed by AFSCME and the District. If the District and AFSCME cannot agree upon an investigator within seven (7) calendar days of the Board's decision, then an arbitrator shall be appointed by the American Arbitration Association through its Labor Arbitration rules. Such arbitrator shall then appoint the investigator.

Both parties shall request an arbitrator who belongs to the National Academy of Arbitrators.

It shall be the purpose of the investigator to conduct an investigation of the merits, or lack of merits, of the non-employee's or Guardian's complaint. The results of the investigation shall initially be shared by the investigator only with the Board of Trustees and its agents. After thirty calendar days, the results of the investigation shall be disclosed to that employee who is the subject of the complaint and to AFSCME. This shall include disclosing to the employee and to AFSCME the written report of the investigator as well as all exhibits (including audio, video, and other electronic exhibits), with only those parts of the written report redacted which clearly would be an invasion of someone else's privacy. It is further agreed by the parties that such redaction would be done by the District in whatever manner would be most likely to leave a segregable portion of that report or exhibit available for inspection by the employee and by AFSCME.

- 8.1 The District shall provide employees with safe and healthy working conditions. It shall be a rebuttable presumption that an employee denied an uninterrupted lunch period or rest period has unsafe and unhealthy working conditions.
- 8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations. The District shall also comply with all safety and health provisions sought to be achieved by the certification programs currently approved by the American National Standards Institute for food safety and protection, such as Servsafe, NRFSP, and Prometric. The parties agree that compliance with all such food safety and health provisions on the part of the District has as its purpose a guarantee to the food service worker that the food and beverages he or she provides to others on behalf of the District would be safe and healthy for she herself, or he himself, to eat or drink.
- 8.3 It shall be the responsibility of employees to report unsafe working conditions to their immediate supervisor. No retaliation or reprisals of any kind will be taken against any employee who reports unsafe or unhealthy working conditions, or violations of food safety and protection standards. Such guarantee of "no retaliation or reprisals" shall include a guarantee that an employee will not be threatened with, or subject to, "job shadows."
- 8.4 Clothing or uniforms required by the District will be furnished by the District. When new uniforms are necessary, the uniforms being replaced will be returned to the District. ~~When required, uniforms, including but not limited to the number, kind, item, style, cleaning, and replacement procedure will be as prescribed by District regulations.~~ Employees shall be provided at least the same number, kind, item, style, and cleaning of uniforms as in the past, except that no employee shall be provided with less than five (5) sets of uniforms a year. In addition, food service employees shall be provided with jackets, mittens, and polo shirts. Such clothing shall be maintained and laundered by the District. (AFSCME may have an interest in adding to its proposal here.)
- 8.5 No employee shall be required to work under conditions dangerous to the employee's safety or a threat to the employee's health.
- 8.6 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.
- 8.7 The District will provide first aid training and CPR training to at least five (5) employees at each school and at the District Office.
- 8.8 For all employees, there shall be convenient coffee break rooms and restrooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.

- 8.9 In the case of a bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.
- 8.10 The District shall provide night custodians who are working alone with a cellular phone or comparable technology to allow him/her to communicate with the District and emergency units.

ARTICLE 9: CONCERTED ACTIVITIES

- 9.1 It is agreed and understood that there will be no strike, work stoppage, or slowdown by the Union during the term of this Agreement nor will there be compliance with the request of other labor organizations to engage in such activity.
- 9.2 To this end, the Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort reasonably within its power ensuring that employees comply. In the event of a strike, work stoppage, or slowdown by employees, the Union agrees in good faith to take all steps necessary, and reasonably within its power, to cause those employees to cease such action.
- 9.3 Employees engaging in unauthorized leave with regard to strike, work stoppage, or slowdown may be subject to discipline up to and including termination by the District.
- 9.4 In the absence of a strike, work stoppage, or slowdown on the part of the Union, the District will not engage in any lockout of employees ~~for the duration-~~ during the term of this Agreement.¹¹

ARTICLE 10: MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to determine its organization; direct the work of its employees; determine the time and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students;

¹¹ Again, the District may believe that this has been accepted.

determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.

The above described rights of the District shall be exercised in a fair and reasonable manner and are subject to the restrictions of the entire Agreement.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 4 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 11: WAGES

11.1 Salary

Effective July 1, 2013, the 2013-14 salary schedule shall be increased by ten per cent (10 %)

11.1.1 Status After Classification Review

When positions have been reallocated to lower classifications, employees in this category will remain on their present salary range and receive all rights, benefits, successive steps, future salary raises, etc., as long as they remain in the classification in which they are presently employed.

11.2 Salary Increase

If any other employee organization or the association or committee of Management Employees of the District receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2013-14 school year, then such increase shall immediately be made effective for all employees covered

by this Agreement. If any other employee organization or the association or committee of Management Employees of the District receives an increase in benefits which is better than the benefits reflected in this collective bargaining agreement, then such new or better benefits shall immediately be made effective for all employees covered by this Agreement.

11.3 Night Work Differential

All positions (excluding custodians, Article 11.5), the regularly assigned time of which requires the employee to work one-half (1/2) time or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$125 per month higher than the range for daytime employees.

11.4 Custodial Shift Differential

All night and day differential amounts have been added to the base salary for custodians.

11.5 Refrigerated Area Differential

The three percent (3%) differential for Food Service Assistant I's working in the refrigerated area of the Central Kitchen shall continue as in the past. This shall include customary six (6) month rotation into the refrigerated area, by seniority. Substitutes shall receive the 3% differential for each day in the refrigerated area. For employees working in refrigerators, the District will provide, without charge, insulated coats and appropriate gloves. For purposes of this section, "substitutes" shall mean regular employees temporarily assigned to the refrigerated area in order to fill in for a regular employee. In addition, employees working in the classification of Food Service Assistant II or Custodian shall receive a 3% differential, if in any pay period they are assigned to work in the refrigerated area of the Central Kitchen for more than 30% of their work time.

11.6 Pay Increases After Promotion

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first (1st) step of the salary range that reflects at least a four percent (4%) increase, provided the new classification salary range permits this increase. Additional advancement will occur on the first (1st) of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

* Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the

class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.7 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus \$326 after ten (10) years of service with Anaheim Union High School District

4% plus \$1,060 after fifteen (15) years of service with Anaheim Union High School District

6% plus \$2,238 after twenty years (20) of service with Anaheim Union High School District

9% plus \$3,120 after twenty-five (25) years of service with Anaheim Union High School District

12% plus \$3500 after thirty (30) years of service with Anaheim Union High School District

15% plus \$3500 after thirty three years of service with Anaheim Union High School District.

Percentages and flat rates stand alone. They are not added together or compounded.

11.8 Working Out of Classification

Employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a pay period except as authorized herein. An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period s/he is required to work out of classification. Such adjustments upward shall be consistent with the salary placement given a unit member who receives a promotion as indicated in Article 11.6.

11.9 Mileage

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate.

In addition to mileage, the employee will stay on the clock during authorized travel time. Travel time will be part of overall blue sheet time. The use of private vehicles for school district business is subject to the approval of the immediate supervisor.

When an employee uses a private vehicle for school district business, the school district may not require the employee to carry more auto liability insurance than the minimum required by the State of California for an individual to carry on her or his own personal vehicle, unless such additional auto liability insurance is successfully negotiated with the Union.

11.10 Replacement of Personal Property

The District shall pay the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee.

Covered items are:

11.10.1 prescription eye glasses, hearing aides, watches, articles of clothing, or other items necessarily worn or carried by the employee.

11.10.2 vehicles

11.10.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.10.4 Vehicle collision (including hit and run incidents).

11.10.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by the District in item 11.11.3 above. This

includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.10.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.10.7 Cash, credit cards, or other cash equivalent items. The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor, and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses, or damages, which are compensable wholly or partially, under the employee's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

11.11 Bilingual Pay

~~The District and the Union agree to form a committee to research and recommend options in the area of bilingual pay and classifications. This committee shall be comprised of two members each from the District and the Union. The committee shall report back to the negotiating team by April 1, 2000.~~

Employees who wish to be considered for bilingual pay shall pass a competency test in a language other than English required by the assignment.

Principals and District department heads (Directors) shall be aware of employees who have voluntarily tested for and passed competency requirements in any language other than English. If an employee is selected for a bilingual assignment, the employee shall be compensated an additional \$125 per month for conversing, reading, and/or writing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

No employee shall lose their bi-lingual pay – whether based on stipend or job title – because the school where they are assigned goes through a

demographic change which results in fewer students needing translation.¹²

11.12 Because of changing technological requirements, or changes in student needs, the parties recognize that the District may, from time to time, choose to request a revised job description from the Classified Personnel Director. Under these circumstances, the District agrees to first meet, negotiate, and reach agreement with AFSCME on the rate of pay for the new position. This section shall be made retroactive for HVAC technicians.

11.12 Professional Growth Program

(See attached Memorandum of Understanding.)

ARTICLE 12: VACATIONS

12.1 Earned vacation shall not be utilized until completion of the initial six (6) months of employment of the unit member unless permission is given by the District. Members of the bargaining unit who have completed six (6) months of paid 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. However, all employees employed by the District and covered by this Collective Bargaining Agreement shall receive from the District, at a minimum, the same number of vacation days received each year by first and second year AUHSD management employees. Thereafter, the following procedure shall be used by the District in order to ascertain whether employees covered by this collective bargaining agreement are entitled to more than such a minimum:

12.1.1 Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in a limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

12.1.2 Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

¹² The District may believe that this change has been implemented, though through a side letter.

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours; i.e., a six (6) hour employee would receive 6/8th of a day per month.

- 12.1.3 Employees with more than one (1) year of service in a paid status are entitled to additional working days of vacation with pay in each fiscal year, in addition to those set forth in 12.1.2, computed as follows:

- 1 additional day at the start of the 2nd year
- 2 additional days at the start of the 4th year
- 3 additional days at the start of the 5th year
- 4 additional days at the start of the 6th year
- 4 additional days at the start of the 7th year
- 5 additional days at the start of the 8th year
- 6 additional days at the start of the 9th year
- 6 additional days at the start of the 10th year
- 7 additional days at the start of the 11th year
- 7 additional days at the start of the 12th year
- 8 additional days at the start of the 13th year
- 8 additional days at the start of the 14th year
- 9 additional days at the start of the 15th year
- 10 additional days at the start of the 16th year
- 11 additional days at the start of the 17th year

- 12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. All vacation requests shall be given a response by the requesting employee's supervisor within five (5) working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees

in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

The District Office and schools will normally be closed to the public during winter recess. No employee will be unduly encouraged to take vacation during winter recess.

- 12.1.5 All vacation days earned by twelve (12) month regular full time employees with less than five (5) years of service must be taken within twelve (12) months following the period in which earned and may not be accumulated beyond this period. Twelve (12) month regular fulltime employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-eight (28) working days under adopted regulations regarding vacations.

Vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the District. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

12.1.6 Summer Time Assignments

All employees represented by AFSCME who work a nine (9), ten (10) or eleven (11) month schedule (or any schedule less than a full year) shall receive for the summer assignment, compensation and benefits that are applicable to the assignment for the full twelve month year. The parties agree that, if the daily hours of assignment differ from the regular hours during the year, then such compensation and benefits shall prorate accordingly. In administering this section, the District shall ensure that:

1. Vacation shall be accumulated in hourly units.
2. Sick leave shall be accumulated in day units.¹³

¹³ The District may believe that this section has been amended to say "hourly" units, not "day" units.

3. The total amount of vacation and sick leave which the employee is expected to accumulate during the summer assignment will be made available to the employee for use by the employee from the beginning of his/her period of summer employment, provided:
 - a. Any request to take vacation during the summer should be subject to supervisory approval, which said approval will not be unreasonably withheld.
 - b. Any additional vacation or sick leave accumulated by virtue of a summer assignment may subsequently be withdrawn from the employee if the employee is not in paid status for three quarters of the work days which occur during the time required to carry out the summer assignment.
4. An employee under this section who is in paid status for the entire summer (defined as the period from the beginning of summer break until the day before school begins in the fall), shall be entitled to earn as much in total vacation and sick leave as a twelve month employee.

When an employee is in paid status for a portion or all of the summer additional vacation and sick leave shall be calculated in the following manner:

The total available work days in the entire summer excluding holidays will be calculated. An employee will earn one third of the total entitlement possible by working or being in paid status for one third of those available work days, and two thirds for working or being in paid status for two thirds of those available work days. "Days in paid status" excludes holidays. (Example: 54 days are available in summer = three additional days sick leave and vacation. Each 18 days in paid status for a scheduled work day (1/3 of 54 days) = 1 day additional vacation and sick leave, 36 average days = 2 days, 54 work days = 3 days.) Hours paid for vacation will be the hours worked in the summer assignment.

- 12.1.7 In case of termination, vacation time owed the District shall be deducted from the final paycheck.
- 12.1.8 A vacation once having commenced shall be terminated only by the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family. Members of the immediate family, as used in

this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.

- 12.1.9 On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his/her last regular assignment, except that employees who have not completed six (6) months employment in regular or restricted status shall not be entitled to such compensation.

ARTICLE 13: LEAVES

13.1 Bereavement Leave

The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (300) miles or more of out-of-state travel is required, on account of the death of any member of the immediate family of an employee. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, adopted child, foster child, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, great-grandparent, great-grandchild, step-parents, step-grandparents, step-siblings, step-children of the employee, and like relatives of spouse, or any relative living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the employee will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Employees exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

13.2 Jury Leave

The District agrees to grant to employees regularly called for jury duty in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly 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 jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Employees are required to return to work during any day or portion thereof in which jury duty services are not required; however, an employee excused from jury duty with less than two and one-half (2 1/2) hours left on his/her shift shall not be required to return to work.

Evening or night shift employees shall receive leave without loss of pay equal to the number of hours each day which they spend on jury duty, including travel time. Such employees may take such leave the evening or night of the jury duty.

The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

13.3 Military Leave

Employees shall be required to request military leaves in writing and, upon request, shall provide the District with a copy of orders and status reports.

13.4 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, dependent child, or any relative living in the immediate household of the employee. An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the employee while on leave.

13.5 Paid Sick Leave

- 13.5.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.
- 13.5.2 Employees employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.
- 13.5.3 Employees employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.
- 13.5.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 13.5.2 and 13.5.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 13.5.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.
- 13.5.6 An employee returning from absence must contact the school or site two (2) hours prior to the close of the preceding workday of his/her intent to return. In the event that the District has not been notified of the employee's intention to return, and accordingly has employed a substitute for the day, the District may require the returning employee to be charged with one (1) day of absence without pay.
- 13.5.7 An employee who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

13.5.8 Verification of Absence

The Board may require satisfactory proof of the existence and duration of the illness if it has reasonable cause to believe an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than five (5) days, when there is a question as to the existence and duration of the disability, or the employee's ability to return to work, the Board may require the employee to submit to an examination by a physician selected and paid by the employee and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, the District shall select the physician from among those physicians under consideration by the employee and the District.

The District shall pay for the medical examination. The employee will be given a copy of the physician's report. Such medical reports shall be submitted to the Assistant Superintendent, Human Resources, who shall maintain the confidentiality of such reports.

Absence for sick leave shall not be for the purpose of withholding services of assigned responsibilities.

13.5.9 An employee, while on unpaid leave of absence granted by the 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.

13.5.10 An employee who is absent from duty because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave shall not exceed 100 working days in any one (1) fiscal year. It shall not be accumulated and shall be exclusive of any other paid leave, holidays, vacation, or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run concurrent with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

13.6 Industrial Accident and Industrial Illness Leave

- 13.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Article.
- 13.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that s/he has probationary or permanent status.
- 13.6.3 An employee absent from duty because of illness 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 (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
- 13.6.4 Occupational leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.
- 13.6.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner. If an employee is referred to therapy after sustaining a work related injury while working for the District, it is hereby agreed between the parties that such employee should not have to wait more than ten calendar days from the time such therapy is prescribed and the time that such therapy begins. If such delay occurs, and it occurs because of delays caused by the District's workers' compensation consultants, then such employee may begin his or her therapy and the District will take responsibility for usual and customary costs.

- 13.6.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the employee's leave balances shall be as follows:
- 13.6.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
 - 13.6.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the District, which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of Education Code.)
- 13.6.7 During any period of absence because of an industrial accident or illness, the District will make a reasonable effort to return the employee to light duty work where it reasonably can be made available. The District shall first attempt to place the employee in his/her classification. If that is not feasible, then the District shall attempt to place the employee in the same department. If that is not feasible, the District shall attempt to place the employee in this bargaining unit. If the accident or illness causes the employee to be partially incapacitated on a permanent basis, the District will make every reasonable effort to rehabilitate the employee for another job within the District if it is feasible and of benefit to the employee.
- 13.6.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

13.7 Court Appearance

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority within a reasonable period of time. This section shall not be applicable to employees who are litigants.

13.8 Personal Necessity Leave of Absence

Unit members may use up to seven (7) days of accumulated sick leave without stating a reason for personal necessity provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible Personal Necessity Use:

- 13.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.
 - 13.8.1.1 Accident or serious illness involving his/her personal property or property of his/her immediate family.
 - 13.8.1.2 Court appearance as a litigant or as a witness under order.
 - 13.8.1.3 Religious observance.
 - 13.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
 - 13.8.1.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.
- 13.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

13.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, or work slowdown or concerted activity of any kind.

13.8.4 A unit member shall be allowed to use two (2) days of personal necessity leave, which will not be charged against his/her accumulated sick leave.

Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it has reasonable cause to believe a unit member is abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

When an employee works more hours than they are assigned, utilizes illness or personal necessity leave, such employee shall be paid based on the average number of hours the employee worked in the pay period prior to the leave commencing.

This option shall be recalculated for each pay period based on actual hours worked. The averaged hours shall not exceed eight (8) hours per day.

13.9 Leaves of Absence Without Pay

The Board shall grant an employee a leave of absence without pay for reasonable cause.

13.9.1 Reasonable cause in this section means a leave which, in past practice, was the type of leave approved by the Board and which does not cause a significant hardship to the District. Requests for leaves of absence without pay shall be made on forms provided by the Director of Human Resources, Classified and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

13.9.2 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists.

13.9.3 District Notification

The Classified Personnel Office will notify any employee who is on leave of absence, twenty-five (25) days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification within fifteen (15) days before the expiration of the leave indicating the employee's intention to return from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Director of Human Resources, Classified.

13.9.4 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

13.9.5 Benefits While on Leave

Time elapsed while on leave of absence without pay shall not be counted toward compensation, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range, and an employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Military and Veterans' Code.

13.9.6 Employment While on Leave

An employee, on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees.

13.9.7 Such leave of absence without pay may be granted for any of the following reasons:

13.9.7.1 Health

A regular classified employee shall be granted a leave of absence without pay for legitimate health purposes for specified

periods of time, but usually not less than three (3) months, or more than twelve (12) months. Upon recommendation of the Superintendent, the leave may be extended at the sole discretion of the Board.

13.9.7.2 Short Term Personal Leave Without Pay

An unexcused absence without pay for an employee may be approved for one (1) day by the principal or classified supervisor. Upon the recommendation of the principal or classified supervisor, the Director, Human Resources, Classified, may authorize an excused absence without pay for employees from two (2) to five (5) days.

13.9.7.3 Pregnancy Leaves of Absences

Pregnant employees shall be granted pregnancy leave with or without pay, such leave to commence on a date to be determined by the employee and her physician. Sick leave and vacation benefits may be used by employees on pregnancy leave.

13.9.7.4 Peace Corps

A regular classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second (2nd) year if the employee continues in Peace Corps service. When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

13.9.7.5 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the personnel director and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the

knowledge, skills, and abilities of the employee upon his/her return to the service of the District.

A regular employee granted a leave under this rule must sign an agreement on forms available in the office of the Director of Human Resources, Classified, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to file such notice will be considered as notice that the employee will not return and that his/her position is vacant.

13.9.7.6 Serious Illness Within the Immediate Family

A leave without pay may be granted, to a permanent employee for a period not to exceed twelve (12) weeks in any one year for a serious illness in his/her immediate family. "Member of the immediate family" as used in this section means the spouse, father, mother, child, or like relative of spouse, or any relative living in the immediate household of the employee. A letter from a medical doctor substantiating the cause for leave shall accompany the request for leave.

13.9.8 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence, without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance program shall submit a check or money order to the Business Office for the exact amount of premium on or before the twenty-fifth (25th) day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

13.10 Drug or Alcohol Rehabilitation Leave

District shall accommodate an employee with a drug or alcohol problem, provided the employee takes the initiative to acknowledge his/her problem and to request a leave, by granting a leave of up to sixty (60)

working days, as long as such accommodation does not cause an undue hardship to the District. This shall be on a one-time basis only. The employee need not indicate the specific type of drug or alcohol drink abused in order to receive this leave. The District shall treat such leaves with strict confidentiality. The employee shall have the option of using all or part of sick or vacation leave and may supplement same with the necessary unpaid leave, or the employee may take the entire leave as unpaid leave.

13.11 Scheduled Paid Holidays

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Day Before Christmas
Christmas Day
Day Before New Year's Day
(in lieu of Admission Day)
New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Spring Friday
Memorial Day

13.12 Family Medical Leave Act

District shall grant unpaid leave as specified by the Family Medical Leave Act.

ARTICLE 14: UNION RIGHTS

- 14.1 The District will provide all new hires with a copy of the AFSCME contract and AFSCME provided literature and will make available AFSCME membership application forms.
- 14.2 Upon twenty-four (24) hours prior notice to the District, and authorization by the President of the Union, the Union shall be provided a maximum of thirty-five (35) days each fiscal year of released time with pay for the purpose of conducting Union business. Thirty-five (35) days may be taken in minimum increments of one-half (1/2) days. Where the Union

needs three (3) or more consecutive days of released time, the Union will give the District at least one (1) week prior notice.

- 14.3 The Union shall have the right to post notices of matters of Union concern on designated bulletin boards in each school building and District building in areas frequented by employees.
- 14.4 The Union shall have the right to use the District mail service and individual employee mail boxes so far as such use complies with the law. The Union will deliver a copy of all materials to be mailed to the Assistant Superintendent, Human Resources, no later than the time of the mailing. AFSCME will be charged \$1.00 for each District mailout, up to a maximum of \$25.00 per year.
- 14.5 During each fiscal year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervisor, AFSCME authorized representatives shall be granted a total of forty-five (45) full days of released time with pay for the purpose of negotiations.
- 14.6 Reasonable access to school and District sites will be provided to AFSCME representatives and officers. The Union will not interfere with the work of the employees.
- 14.7 AFSCME stewards and officers shall be allowed a reasonable amount of released time with pay to resolve alleged employee/supervisor differences.
- 14.8 The parties agree that no reprisals shall be taken by or against any participant in the grievance procedure, or the union-management informal problem solving process.
- 14.9 Whenever the District proposes to terminate an employee or to suspend an employee for three (3) or more days, the District will promptly notify the AFSCME president and the AFSCME business representative. Such notification will be verbal and written. The District may, at its option, refrain from informing the Union of the reasons for the proposed suspension or termination. The Union holds the District harmless in all matters of employee confidentiality.
- 14.10 Prior to September 15 of each year, the District shall provide AFSCME with a list of the names and school site location of all bargaining unit members. Prior to October 15 of each school year, the District shall provide AFSCME with a list of names, addresses, and telephone numbers of all bargaining unit members.
- 14.11 The District will make available to AFSCME two (2) school board packets at least forty-eight (48) hours in advance of a regularly scheduled or specially scheduled Board meeting.
- 14.12 Steward training may be conducted by AFSCME up to four (4) times per year on District property during regular work hours. The combined total

hours for all those sessions shall not exceed eight (8) hours per year. Each session shall start either at the beginning or the end of the workday. Employees will be identified by the Union and a list submitted to the District at least two weeks prior to each training session. No more than one (1) employee per school site and no more than fifteen (15) total employees shall participate in any one training session, unless mutually agreed upon by the District and the Union. Training may also be conducted jointly by AFSCME and the District for the purpose of educating stewards and supervisors on the MOU, the Ed-Code, and other pertinent regulations to ensure cooperative labor relations. These training sessions shall be conducted in addition to the union days off mentioned in Article 14.2 and without loss of pay for the AFSCME members attending the training.

- 14.13 AFSCME shall notify Human Resources, in writing, the names of its officers and job stewards on September 1 of each year. If a change is made in officers and job stewards, which occur during the course of the year, the union shall inform Human resources within five (5) working days.

The parties agree that an officer or job steward appointed by AFSCME will not be denied the right to represent an employee if his or her name was inadvertently left off the list provided to Human Resources or not provided within the five (5) work days.

ARTICLE 15: TRANSPORTATION

15.1 All regular bus drivers of the District shall be classified as ten point one (10.1) month employees. Annually, at the beginning of each school year and at the beginning of the summer school session, bus drivers will select a route in order of seniority. All routes selected shall be defined as to and from school only. All other assignments shall be defined in Article 15.4. For purposes of Article 15 seniority will be considered by date of hire. Also at the same time, drivers, in order of seniority, will select a bus that has been designated as appropriate to the type and size of the route. Within forty-five (45) to sixty (60) days of the beginning of each school year, bus drivers may rebid routes in order of seniority. Selection of buses will not be rebid, bus to stay with route. All routes shall be available for review by the drivers one week prior to the actual rebid day. If the need for a larger bus is required, the driver may select a different bus from the spare bus pool. If a driver does not want to give up their route, but wants to select a different bus from the spare bus pool of the appropriate type and size they may do so. On both bid and rebid, steward(s) and two senior drivers who volunteer shall choose for absent drivers, as before.

Seniority used for all seniority related issues in the District Transportation Department shall now be determined by first date of hire in the job classification. If an employee has a break in service longer than thirty nine (39) months, the date of hire used for seniority purposes will be the date on which the employee returned to regular employment. All other District service will be used for tie breaking purposes as outlined below.

In the event of equal seniority, ties will be broken by using the longest total service in the District in classified services (regardless of bargaining unit.) Time as a substitute, provisional or limited term employee, or as a Campus Aide shall not be counted in such a tie. In the event that there is still equal seniority these ties shall be broken by using the date of hire in any capacity in the District. (Based upon MOU dated 10/15/03)

When an employee leaves, vacant runs will be posted, bid and filled on the basis of seniority (as defined above) three (3) working days from the occurrence of the vacancy until all vacancies are filled, and all employees involved have been notified through posted information.

The vacancy shall be posted as quickly as possible after it occurs but in no event shall the posting occur more than three (3) working days after the vacancy.

15.2 As part of the employees' regular shift, there will be a twenty (20) minute warm-up time each morning for purposes of checking the oil and water and otherwise preparing the bus. In the evening, there will continue to be a fifteen (15) minute period with full pay for the same purpose.

15.2.1 Layover time between trips will be one (1) hour.

15.2.2 The District will offer extra hours to regular drivers before relief drivers.

15.3 All drivers who desire overtime or non-overtime trips which are in addition to their regular route shall be accorded the opportunity to work them on an equal basis. For purposes of this section "equal" shall mean an equal number of hours paid for during the semester (combining both straight time and overtime), and overtime worked shall be counted as its premium rate (for example, overtime of four (4) hours paid at time and one half (1 1/2) shall count as six (6) hours.) Work turned back and work not assigned because the driver was not available shall count as if the work was completed. In the event a driver is off on paid status and is not in line for a trip assignment, s/he shall not be randomly charged for a trip s/he would not have been assigned. Work volunteered for during Winter recess, Thanksgiving, and Spring recess holiday periods, when school is closed, shall not count in this formula. Work turned back on a Sunday and work turned back for jury duty, bereavement or union business also shall not count. Finally, hours added for "equalizing purposes" under subsection 15.3.2.3 below shall not count for purposes of this section. Medical, dental and eye appointments that have been scheduled for a driver's off time and made in advance of a trip notice shall not be charged. The driver shall be responsible to notify the dispatcher in writing at least three (3) work days in advance of the date and time of the scheduled appointment. Also, no driver shall be credited with a turn-down for mountain driving for which such driver is not qualified. If a driver trains to be snow or mountain certified, that driver shall be required to remain on the snow or mountain list for a period of one year. No charge will be made against drivers for workers' compensation appointments. No charge will be made against a driver who chooses not to do an overnight trip. No charge will be made against any driver going through the required recertification process, for a trip or a turn back when the times for the trip conflict with the training. When making weekend trip assignments the District will not automatically exclude drivers based upon their blue sheeted hours. All week-end trips shall be assigned from the equalization list posted on Thursday, prior to that week-end.

For purposes of equalization, any hours charged for trips turned back will be deemed as hours paid. No driver will be charged for a trip, if the driver is involved in the professional growth program (Article 11.13),

which has been approved by the supervisor, for the whole trip, or any portion thereof. An equalization list shall be posted on Monday (pm) and Thursday (pm), barring any unforeseen circumstances. Drivers are responsible for submitting time cards daily.

- 15.3.1 If the bus driver with the most hours paid for the semester, as above, is less than fifteen (15) hours above the driver with the least hours paid, as above, then there is no violation of this section.
- 15.3.2 Also, it shall not be a violation of this section if both the following two conditions are met:
 - 15.3.2.1 The discrepancy between the total hours paid for during the semester, as defined above, is not greater than forty-five (45) among the drivers, and
 - 15.3.2.2 The school district makes every reasonable effort to correct this discrepancy by giving within the next semester the necessary equalizing hours to the drivers who were behind more than fifteen (15) hours the previous semester. There will be no zeroing out process.
 - 15.3.2.3 Equalization shall begin on the first day of school and shall end on midnight of the last day of school. The equalizing week runs from midnight Sunday until midnight Sunday, except on the last day before a holiday period. Equalization will end at midnight of the last day of school and will begin again at midnight of the day before school starts.
- 15.3.3 To be chargeable for overtime turndown for a Saturday or weekend work, the District must have notified an employee of such overtime opportunity by the drivers Friday p.m. report time. Drivers are eligible for weekend assignments regardless of their status on Friday or the last day of the workweek, provided they notify the department of their availability by 12:00 p.m. on the Friday or the last workday of the week. Upon providing proof of participation, drivers shall not be charged for a trip, if participating in the Bus Rodeo, either as a participant or a judge.

15.3.4 When trips scheduled for Saturday, Sunday, holiday, or any other non-school days are canceled on the date of the trip, the following compensation rules shall apply:

<u>Location of Driver at Time of Notification</u>	<u>Hours Paid</u>
School or pickup site	4
Bus yard	2
Driver's residence	0

For cancellations of a weekday trip, the driver shall be compensated for the actual time worked.

For cancellations of weekday evening trips, when a driver has remained "on the clock," the driver will be compensated for the actual time worked. In the case that the driver has left the job site because s/he is "off the clock" and has returned to work, the driver shall receive three (3) hours of pay. If the driver is still at home when notified, no additional compensation will be required.

15.4 In addition to 15.1 and 15.3 on the previous pages, "special needs assignments" or "early out pickups" shall be assigned to bus drivers in the following order: the most senior will receive such assignments until s/he reaches eight (8) hours in a day, and thereafter such assignments will proceed to the next most senior driver in a like manner and so on throughout the seniority list. "Special needs assignments" and "early out pickups" are defined here as those assignments which involve a small group of children or one child, occur at odd hours, are relatively permanent, and cannot be categorized as field trips.

15.5 Uniforms are required, therefore, the District shall provide, at time of hire, uniforms for all regular bus drivers; uniforms shall also be provided for the dispatcher(s) and driver trainer if requested by the dispatcher(s) or driver trainer. The number provided at time of hire will be at least five (5) complete uniforms. Replacement uniforms will be provided on an annual basis.

15.5.1 Uniform Options

A pre-approved list of uniforms and options shall be distributed to the drivers. Drivers will have the option to mix and match, up to ten (10) items from the list, for example: five (5) pants, three (3) shirts, one (1) jacket and one (1) sweater; as long as these items are within the allotted dollar amount, which includes names on uniforms. Each wheelchair bus shall have a district provided rain coat.

15.6 Failure to work on Friday because of jury duty, doctor's appointment, bereavement or authorized Union leave will not disqualify a driver from taking overtime trips on Saturday, Sunday or holidays.

15.7 Winter Break, Spring Break and Summertime Work

Selection of drivers for winter break, spring break, and summertime work shall be made by seniority order. All trip assignments shall be assigned and rotated, (through the entire list of drivers) by seniority order, with the most senior driver, in that week's rotation, receiving the longest trip assignment(s). If a driver is assigned a trip during this period, the trip shall not be re-assigned to another driver, without notifying the first driver.

15.7.1 Any long-term work will be offered on a seniority basis with the senior driver receiving the longest work assignment(s).

15.8 Out of District students whose vacation schedules are in conflict with the District shall be picked up in the following manner:

15.8.1 Entire routes (i.e., University and Venado) shall be driven by the regular driver whose vacation schedule will be adjusted to fit the school's schedule.

15.8.2 Individual students (i.e., students attending an out of District school and are added to a route on an individual basis) will be done by the regular route driver. If the driver chooses to go on vacation, the time will be added to assigned trips.

15.9 After hours transportation dispatching will be rotated evenly among the employees holding the positions of Director of Transportation, Transportation Specialist, Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 a.m. through Monday 5:30 a.m.

15.10 The District shall provide a dispatcher to be on duty during the normal operation of the work day. These duties to be performed by a qualified AFSCME member or management.¹⁴

15.11 Drivers who are required to take a bi-annual physical (DMV, DL51A), shall be compensated as needed, not to exceed two hours.

¹⁴ The District may believe that a small grammatical change has been accepted here.

ARTICLE 16: CONTRACTING OUT

- 16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.
- 16.2 The contracting out committee shall be reinstated as in the past. If AFSCME requests monthly meetings of this committee, and does so at least three times in writing, and the District fails substantially to meet monthly with this committee, then it shall be a rebuttable presumption that the District is attempting to avoid the value of this committee by failing to meet. If such presumption is not effectively rebutted within thirty calendar days of the date of delivery of AFSCME's third such written request, then the District shall contribute one thousand dollars a month to a recognized charity named by AFSCME. Such donations shall end when the contracting out committee resumes its meetings.

ARTICLE 17: PROMOTION PROCEDURES

- 17.1 In a promotion, the District will not change the hours of the position in order to favor one (1) candidate over another.
- 17.2 All benefit jobs in food service shall be posted for at least ten (10) working days at all sites.
- 17.2.1 This posting shall be in the kitchens on a bulletin board in plain view for all employees.
- 17.2.2 When a Food Service I position with greater than four hours, as above, thus providing health and welfare benefits, becomes available, the vacancy will be posted for ten (10) days. If at the conclusion of the posting there are three or more eligible candidates, the vacancy shall be filled from this list and shall not be open to non-AUHSD employees.
- 17.3 Whenever two or more part-timers are working at one site or in one classification, and they do not have to be on duty at the same time, then the District shall transform such assignment into a full time position and promote from within. Employees in those part time jobs shall be given preference.
- 17.4 Whenever the "second in command" at a High School or Junior High Cafeteria or Food Service Unit terminates or transfers, the most senior Food Service Assistant I at the site shall be promoted to that position.
- 17.5 Whenever a Food Service III terminates or transfers, the most senior "floater" shall assume the classification of Food Service III at that site and at those hours.

- 17.6 Whenever a “floater” Food Service III assumes the classification of Food Service III at a permanent site, the most senior Food Service I working in the elementary schools shall be offered a promotion to this Floater (Food Service III) position.

ARTICLE 18: LAYOFF AND RECALL

18.1 Layoff Determinations

- 18.1.1 Employees subject to layoff shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff. They shall be informed of their “bumping” or displacement rights, as well as their recall or reemployment rights.
- 18.1.2 The reason(s) for layoff shall be for lack of work or lack of funds. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.
- 18.1.3 The District shall not lay off an employee for disciplinary reasons or in retaliation for the exercise of union, legal, or constitutional rights. The District agrees to call back to work for one day or more any custodian, part time custodian, or Senior Custodian laid off in 2010 or 2011. Such recall shall occur no later than June 30, 2013. The District also agrees to call back to work two Athletic Facility Worker IIs laid off in the year 2009; such recall shall be permanent, and, if and when no long term sub opportunity presents itself, such employees shall “float” and fill in for absences among Athletic Facility Worker IIs, Athletic Facility Worker Is, and Maintenance Service Workers. When they “float,” such recalled Athletic Facility Worker IIs shall be paid their normal Athletic Facility Worker II salary and regular benefits. Such “floaters” shall have preference for any permanent site which opens up.
- 18.1.4 The order of layoff within a classification shall be determined by seniority according to classification seniority. The parties agree to use “date of hire” as modified below.
- 18.1.4.1 Employees who have been on personal leave of absence (without pay, and other than for Maternity, Military, or Peace Corps leave) shall have their dates of hire reduced to account for periods of non-paid status.

18.1.4.2 Employees who have been reinstated following a separation from service (other than for military service or Peace Corps service) shall have their dates of hire adjusted to account for periods of non-employment.

18.1.5 The employee who has the least seniority in the classification, plus higher classifications shall be laid off first.

18.1.6 In the event of equal seniority preference shall be given to the employee with the longest total service in the District (regardless of bargaining unit), determined by original date of hire. Time as a substitute, provisional or limited term employee, time as a campus aide, or any other form of non-regular employment shall not be counted in such a tie breaker.

18.1.7 If a tie exists after counting all regular employment, preference shall then be given to the employee with the longest total seniority in the district including time as a substitute, provisional or limited term employee, and time as a campus aide or any other form of non-regular employment shall be counted as a tie breaker.

18.1.8 If a tie still exists, the Director of Human Resources, Classified and an AFSCME representative will draw lots to determine preference.

18.2 Bumping Rights

18.2.1 An employee who is to be laid off may exercise displacement or "bumping" rights within his/her classification in order to protect employment provided that:

18.2.1.1 The employee has more seniority in the classification plus higher classifications than the employee being displaced or bumped, and;

18.2.1.2 The employee displaces or bumps the least senior employee under the classification title with an equal work schedule.

18.2.1.3 If no such option is available, the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position. An employee displacing or bumping into a lesser work schedule shall be placed

on a recall or reemployment list for his/her former work schedule for a period of sixty-three (63) months.

- 18.2.1.4 If an employee has no displacement or bumping rights under the classification title, he/she may displace or bump an employee in an equal or lower classification title who has the least seniority in the classification plus higher classifications provided that the employee so exercising such displacement or bumping rights has more seniority in the other classification plus all higher classifications. Employees exercising displacement or bumping rights to an equal or lower classification, have no seniority in the equal or lower classification if he/she has never served in that classification. Such employee displacing or bumping into the lower classification title shall be placed on a recall or reemployment list for his/her former classification title for a period of sixty three (63) months. If bumping to a lower classification the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position.
- 18.2.1.5 An employee may not bump any employee assigned a higher work schedule.
- 18.2.1.6 An employee who has no displacement or bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a recall or reemployment list for his/her former classification for a period of thirty-nine (39) months.
- 18.2.1.7 If an employee waives the opportunity to exercise displacement or bumping rights, he/she may voluntarily accept assignment into an equal or lower classification for which he/she is qualified and be placed on a recall or reemployment list for his/her former classification for a period of sixty three (63) months.

18.3 Recall or Reemployment

- 18.3.1 The parties agree that “recall” and “reemployment” have the same meaning. An employee on a reemployment list is still an employee of the District, albeit a laid off one. An employee on a reemployment list may accept full time or substantial employment with another employer, albeit employment which he or she must give up in order to return to the district.
- 18.3.2 Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will be offered recall or reemployment while their names remain on the recall or reemployment list.
- 18.3.3 The District shall by certified or registered mail, offer to the employee with the highest seniority on the recall or reemployment list any vacancy to which the employee has a recall or reemployment right.
- 18.3.4 While a recall or reemployment list is in effect, no new employees shall be hired in classifications for which employees have recall or reemployment rights, until all employees on the recall list have first been offered and declined the position.
- 18.3.5 An employee on a recall or reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment. Offers of reinstatement to lesser time, or a lesser classification will be made each and every time something is available for that employee.
- 18.3.6 If an employee on lay off status is on an eligibility list he/she shall retain that position on the list until the list expires.
- 18.3.7 Employees on reemployment lists shall be eligible to compete in all examinations, given by the District for which they qualify by experience, ability or training. Employees on lay off status shall receive ranking and service points as if they were in current service with the District.

ARTICLE 19: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required

by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE 20: ENTIRE AGREEMENT

The District and the Union shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, neither the District nor the Union is bound by past practice unless such past practice is specifically stated in the Agreement.

AFSCME agrees that the Agreement is intended to cover all matters related to wages, hours, and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Union, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or AFSCME at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

21: PUBLICATION OF AGREEMENT

- 21.1 As soon as possible after the execution of this Agreement, the District shall print and provide, without charge, a copy of this Agreement to every employee in the bargaining unit. Any employee, who becomes a member of the bargaining unit after execution of this Agreement, shall be provided with a copy of this Agreement by the District without charge at the time of employment.
- 21.2 The printed copy shall be no longer than 5 1/2 inches by 8 1/2 inches and shall be printed and distributed annually by the District to all Union members.
- 21.3 The Union shall continue to have the opportunity to appear at orientation meetings in order to explain how the Union functions.

ARTICLE 22: REOPENER

It is understood that during both the year 2014-2015 and the year 2015-2016, 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, AFSCME and the District shall each year have the option of opening one (1) other article of their own choice. These topics will be the only subjects of negotiations.

ARTICLE 23: DURATION

This Agreement shall become effective July 1, 2013 and shall remain in full force and effect up to and including June 30, 2016 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.

DATED: _____

ANAHEIM UNION HIGH
SCHOOL DISTRICT

AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
LOCAL 3112 (COUNCIL 36),
AFL-CIO

By: _____
Elizabeth Novack, Ed. D.
Superintendent

By: _____ ,
Gerald Adams
President,
Local 3112



CHAPMAN UNIVERSITY
ATHLETIC TRAINING EDUCATION PROGRAM

AFFILIATED SITE AGREEMENT

This AGREEMENT is made and entered into this **February 21, 2013** between CHAPMAN UNIVERSITY, hereafter referred to as the "UNIVERSITY", and ANAHEIM UNION HIGH SCHOOL DISTRICT, hereafter referred to as the "AFFILIATED SITE".

WHEREAS:

The UNIVERSITY has a major in Athletic Training which awards a Bachelor of Science degree in Athletic Training and is accredited by the Commission on Accreditation of Athletic Training Education (CAATE) and the Western Association of Schools and Colleges, and;

Clinical experience is required as an integral component of the athletic training curriculum and professional preparation, and;

The UNIVERSITY desires the cooperation of the AFFILIATED SITE and its staff in the development, implementation and evaluation of the athletic training student clinical experience and professional preparation and;

The AFFILIATED SITE will benefit from the professional services provided by the athletic training students of UNIVERSITY, and;

The parties have found it to be in the public interest for the AFFILIATED SITE to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of athletic training students.

NOW, THEREFORE, UNIVERSITY and AFFILIATED SITE agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. THE PARTIES MUTUALLY AGREE:

- A. This AGREEMENT shall continue in force, effect from **February 21, 2013** to, and including **June 30, 2017**. This AGREEMENT may be renewed for a one-year period by mutual consent of both parties. This AGREEMENT may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other terms of this AGREEMENT) all students currently enrolled in the Program at the AFFILIATED SITE at the time of notice of termination shall be given the opportunity to complete the program at the AFFILIATED SITE.

- B. The parties shall follow the cognitive and psychomotor competencies and clinical proficiencies specified by CAATE for the clinical education experience, utilize methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students.
- C. The AFFILIATED SITE Certified Athletic Trainer (ATC) must be recognized as a Preceptor defined by the CAATE and Chapman University Athletic Training Education Program (CUATEP). This recognition includes the participation of the AFFILIATED SITE Certified Athletic Trainer in a five-hour Preceptor education workshop delivered by the CUATEP Program Director and/or Clinical Education Coordinator, both of whom are Preceptor Educators.
- D. The AFFILIATED SITE health-care provider (e.g., Physician, Physician Assistant, Nurse, Physical Therapist, etc.) who is not a certified athletic trainer must be recognized as a Preceptor defined by the CAATE and Chapman University Athletic Training Education Program CUATEP.
- E. The period for each athletic training student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- F. The number of students able to participate in the AFFILIATED SITE'S clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available, not to exceed the standard 5 (five) athletic training students to 1 (one) Preceptor ratio.
- G. The Affiliated Site Preceptor *may be* eligible for pay or remuneration for participation in this program beyond the 5.0 Continuing Education Units from the Board of Certification (BOC), Inc. for attending the CUATEP Preceptor education workshop. Criteria for pay or remuneration are as follows:
- Instructing and supervising one or more Athletic Training Student(s) (ATS) at the Affiliated Site during the semester;
 - Providing written evaluation of ATS(s) performance at the midterm and final week during the semester;
 - Positive written evaluation comments by the ATS(s) of the Affiliated Site and Preceptor
 - Standard stipend remuneration will be:
 1. \$50 per student up to a maximum of \$250 per semesterStipends will be processed during each semester of the academic year
- H. AFFILIATED SITE may request UNIVERSITY to withdraw from AFFILIATED SITE'S clinical experience program any student who AFFILIATED SITE determines is not performing satisfactorily, or who refuses to follow AFFILIATED SITE'S administrative and patient care policies, procedures, rules and regulations. Such request

shall be in writing and must include a statement of reason(s) why AFFILIATED SITE desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program at any time, upon written notice to the AFFILIATED SITE.

- I. Neither party shall discriminate in the assignment of athletic training students based on race, color, disability, sex, religion, national origin, sexual orientation, ancestry, or any other basis prohibited by law.
- J. The UNIVERSITY agrees to indemnify, hold harmless, and defend the AFFILIATED SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the AFFILIATED SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- K. The AFFILIATED SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the AFFILIATED SITE, its agents, or employees.
- L. The AFFILIATED SITE and the UNIVERSITY will maintain the following minimal coverage in full force and effect, at its sole expense and written by carriers acceptable to the other party:

- i. Commercial General Liability (Minimum Requirements):

- Limits of Liability:

- \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury
 - \$5,000 Medical Payments

- ii. Certificates of Insurance:

- The AFFILIATED SITE and the UNIVERSITY shall supply the other party an insurer's Certificate of Insurance (COI) on an Acord™ 25 form stating that there is insurance in effect with the minimum limits shown above. Each COI shall specify that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. By endorsement to all liability policies, the other party shall be named as an additional insured as its interest may appear with regard to activity and/or

operations under the Agreement. Insurance required under this Agreement shall be primary insurance as respects the negligence of each respective party, its trustees, officers, employees, representatives, agents and assigns, and any insurance maintained by the other party shall be excess and shall not contribute with it. All policies must be issued by insurers currently rated by A.M. Best as "(A-) IX" or better.

- M. The parties agree that the athletic training students are fulfilling specific requirements for the field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them, the students are not to be considered employees or agents of either the UNIVERSITY or the AFFILIATED SITE for any purpose including Workers' Compensation or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- N. Notices required or permitted to be provided under this AGREEMENT shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To: ANAHEIM UNION HIGH SCHOOL DISTRICT:

501 N. Crescent Way
Anaheim, California 92801
Attention: Judy Bright
Telephone: (714) 999-5098
Email: bright_j@auhsd.us

To: CHAPMAN UNIVERSITY:

Athletic Training Education Program
One University Drive
Orange, California 92866
Attention: Jason Bennett, DA, ATC
CUATEP Director
Telephone: (714) 997-6567
Email: jbennett@chapman.edu

- O. Both parties acknowledge that they are independent contractors, and nothing contained in this AGREEMENT shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained in this AGREEMENT shall give or is intended to give any right of any kind to third persons.

- P. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this AGREEMENT without the prior written consent of the other party hereto. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the AFFILIATED SITE.
- Q. Any failure of a party to enforce that party's right under any provision of this AGREEMENT shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- R. If any term or provision of this AGREEMENT is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this AGREEMENT shall be interpreted as if such term or provision had never been contained in this AGREEMENT.
- S. This Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Orange County, California

II. AFFILIATED SITE AGREES:

- A. To provide time and training for the Preceptor who supervises and coordinates the clinical education experience with the CUATEP Clinical Education Coordinator. The aforementioned individual shall meet the criteria established by the Board of Certification, (BOC) Inc., and CAATE standards for the supervision of athletic training students in the clinical education setting.
- B. To provide the Preceptor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- C. To structure the clinical experience as needed to meet the educational competencies and clinical proficiencies specified by CAATE, utilize methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students. The AFFILIATED SITE will attempt to meet the mission, goals and objectives set forth by CUATEP within the constraints of the AFFILIATED SITE'S physical environment, patient load, and clinical experience.
- D. To advise UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- E. To provide the assigned athletic training student, whenever possible with the use of library resources, reference materials and other specialized learning experiences.

- F. To provide the athletic training student with a copy of the AFFILIATED SITE'S rules, regulations, policies, and procedures, with which the athletic training student is expected to comply.
 - G. To provide for emergency health care of the athletic training student in case of accident at the expense of the student.
 - H. Upon reasonable request, to permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the athletic training education program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical education program.
 - I. To evaluate the performance of the athletic training student on a regular basis using the evaluation form provided by CUATEP at the midterm and end of semester. UNIVERSITY is to be notified, by at least midterm, of any serious deficit noted in that assigned athletic training student's ability to accomplish the objectives set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student and Preceptor to devise a plan by which the student may be assisted to achieve the stated objectives.)
 - J. To forward a copy of the student's final written evaluation of clinical rotation objectives reflecting competency completion and clinical proficiency acquisition, upon completion of the clinical education experience to be received by CUATEP Director and/or Clinical Education Coordinator within five (5) working days of the end of a semester.
 - K. The AFFILIATED SITE agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
 - L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the AFFILIATED SITE or involving employees or agents of the AFFILIATED SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
 - M. To provide, upon request by any participating student, with such reasonable accommodations at the AFFILIATED SITE as required by law in order to allow qualified disabled students to participate in the program.
- III. UNIVERSITY AGREES:

- A. To assume responsibility for the professional preparation of the athletic training student in compliance with the curriculum standards as set forth by CAATE and the BOC, Inc.
- B. To establish and maintain ongoing communication with the Preceptor of clinical education at the AFFILIATED SITE on items pertinent to athletic training education and the clinical education of athletic training students enrolled in the CUATEP. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the AFFILIATED SITE Preceptor.
- C. To place at the AFFILIATED SITE only those athletic training students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- D. To inform the athletic training student of the AFFILIATED SITE'S requirements for acceptance when applicable.
- E. To provide upon request, the AFFILIATED SITE written certification concerning the student's health and any immunization against communicable diseases requested by the AFFILIATED SITE upon receipt by the CUATEP Director and/or Clinical Education Coordinator.
- F. To provide the AFFILIATED SITE, upon request, with a Certificate of Insurance evidencing the UNIVERSITY'S general liability insurance coverage relative to bodily injury and property damage with limits as set forth in Section II.N., and to further provide evidence of professional liability insurance coverage for any participating student in connection with the student's professional activities at the AFFILIATED SITE under the AGREEMENT.
- G. To supply the Preceptor at an AFFILIATED SITE with all appropriate didactic and clinical syllabi and evaluation instruments reflecting the educational competencies and clinical proficiencies necessary for proper clinical education instruction, supervision and evaluation.
- H. To have each athletic training student provide, prior to commencement of the clinical experience, such confidential information as may be required by the AFFILIATED SITE as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- I. That the athletic training students are not employees of the AFFILIATED SITE and they will not receive compensation from said AFFILIATED SITE.
- J. To inform the athletic training students that they must abide by existing rules and regulations of the AFFILIATED SITE.



- K. To inform the athletic training students that they must be cleared, if required by the AFFILIATED SITE, from an absence caused by injury or illness, by a physician.
- L. That the athletic training student will provide evidence of health insurance coverage at the beginning of the clinical experience.

This AGREEMENT fully supersedes any and all prior AGREEMENTS or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this AGREEMENT shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this AGREEMENT.

This AGREEMENT may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this AGREEMENT via fax or electronic mail transmission. A true and correct copy of the AGREEMENT, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.

SIGNATURES:

CHAPMAN UNIVERSITY

Daniele C. Struppa, Ph.D.
Chancellor
Chapman University

Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

Russell Lee-Sung _____
Print Name
Affiliated Site Authorized Representative

Assistant Superintendent, Human Resources
Print Title

Signature
Affiliated Site Authorized Representative

Date

**Proposal to Provide Trustee Area Analysis
Services**

March 18, 2013

Prepared By:
Dolinka Group, LLC
20 Pacifica, Suite 900
Irvine, CA 92618
T 949.250.8300
F 949.250.8301

OUR MISSION

DOLINKA GROUP
PROVIDES
STRATEGIC FINANCIAL AND DEMOGRAPHIC SERVICES
TO MEET ITS CLIENTS' NEEDS.

OUR HALLMARK
IS ESTABLISHING LONG-TERM RELATIONSHIPS,
PROVIDING LEADING-EDGE SOLUTIONS,
AND MAINTAINING A BROAD SCOPE OF SERVICES.

OUR CLIENTS CAN THEN FOCUS ON THEIR CORE MISSION
UTILIZING THE EXPERTISE DOLINKA GROUP PROVIDES.



OUR EXPERTISE:

Annual and Five Year Reports
Assessment Administration
Asset Management
Attendance Boundary Analysis
Bond Advancement Program
CDIAC Reports
Community Facilities Districts
Continuing Disclosure Reports
Delinquency/Foreclosure Assistance
Developer Fee Justification Studies
Developer Negotiations
Enrollment Projections
Facility Master Planning
Facility Usage Fee Justification Study
Financial Advisory Services
Funding Programs
General Obligation Bonds
GIS Projects
Grant Advancement Programs
Lease Revenue Bonds
OPEB Advisory Services
Parcel Taxes
Recreation Assessment Districts
Redevelopment
School Consolidation
School Facilities Needs Analysis
Special Tax Administration
State Funding Assistance
Trustee Area Redistricting

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Letter of Interest

March 18, 2013

Mr. Spencer Covert
Parker & Covert LLP
17862 E. 17th Street, Suite 201
Tustin, CA 92780

Re: Trustee Area Analysis Services

Dear Mr. Covert,

Dolinka Group, LLC is pleased to submit the enclosed Proposal to Provide Trustee Area Analysis Services for the Anaheim Union High School District ("School District").

Our expertise and experience working with Local Educational Agencies ("LEAs") allows us to provide a depth of knowledge and experience that others cannot. We have conducted demographic analyses and implemented various boundary adjustments for over 20 years.

Given our long history of work with LEAs and our expertise analyzing/evaluating demographic data, Dolinka Group is uniquely qualified to assist school districts with assessing the liability associated with the current method of electing trustees. The staff of Dolinka Group is familiar with the requirements under the California Voting Rights Act of 2001 and is prepared to assist the School District with all concerns that may arise during this review and subsequently during any potential drawing of new trustee voting area boundaries. LEAs that we have recently worked with in this area include North Orange County Community College District, Riverside Unified School District, Riverside Community College District, Imperial Valley Community College District, Romoland School District and Lincoln Unified School District.

Dolinka Group has a philosophy that stresses corporate integrity, teamwork and the importance of always meeting the needs of our clients. We are very pleased to have this opportunity to provide this Proposal and look forward to working with the School District. If the School District elects to move forward with this proposal, Dolinka Group estimates that it will complete its analysis and present its findings to the Board of Trustees within 45 days of entering into a contract with the School District.

If you have any questions regarding the Statement of Qualifications, please feel free to contact me at 949.250.8300 or by email at lferchaw@dolinkagroup.com.

Sincerely,



Larry Ferchaw
Senior Director

Description of Firm

As a consultant to LEAs in the State of California, Dolinka Group, LLC has helped more than 250 LEAs plan and finance school facilities. Dolinka Group's philosophy is to provide consulting services only to public educational agencies: school districts, county offices of education, and community college districts. We believe that it is important to understand our clients' needs, which cannot be done as thoroughly by consultants that serve competing public agencies. Dolinka Group prides itself on focused expertise while maintaining the ability to offer a broad spectrum of customized services tailored to meet our clients' needs. This ensures we can provide our clients with the most thorough and accurate solutions available. This commitment gives our firm deep-seated knowledge of the political and financial issues that our clients face.

Based in Irvine, California, Dolinka Group has been providing financial and demographic services to LEAs since 2008 (prior to that date the Dolinka Group operated since 1998 as a division of David Taussig & Associates, Inc.), employing 30 consultants. Dolinka Group's consultants work together to blend their individual skills in areas such as enrollment projections, attendance boundary modifications, the State School Building Program, developer negotiations, redevelopment, and the issuance of General Obligation Bonds ("GO Bonds").

Specifically for Trustee Area Redistricting, Dolinka Group utilizes over 20 years of experience in analyzing and interpreting demographic data to appropriately evaluate LEA voting systems. Dolinka Group's demographic expertise and long history working with LEAs combine to appropriately address the unique needs for each trustee area study. Dolinka Group uses voter precinct information from the Registrar of Voters combined with Geographic Information System ("GIS") shapefiles from the US Census to identify each client's liability under the California Voting Rights Act.

In working with LEAs, Dolinka Group has already completed comprehensive reports outlining the liability assessment of their at-large voting systems. Dolinka Group is currently working with staff and board members at various LEAs to address findings identified within the liability analysis and/or prepare conceptual trustee area scenarios. As the process moves forward with these School Districts, Dolinka Group will help to develop final trustee area scenarios, facilitate seeking public input and ensure all applicable approvals.

Above all, *Dolinka Group provides a service to its LEA clients, rather than a product.* This service aspect begins with providing our clients with helpful tools that make the preparation process move as smoothly as possible. We also recognize the unique communities that are served by LEAs and tailor our services and approach appropriately. Dolinka Group is eager to take the time to truly understand the unique dynamics of its clients and provide them with the highest quality services possible.

Firm's Personnel and Staffing Resources

Project work will be performed at Dolinka Group's office in Irvine, California.

Benjamin Dolinka, President/CEO, focuses on creating new financial and demographic services, identifying potential public-public and private-public partnerships, and establishing long-term client relationships. For over two decades, Mr. Dolinka has also collaborated with various vendors and organizations throughout the country to find the best solutions for LEAs in their facilities planning needs. His efforts have resulted in the timely funding and construction of scores of facilities for LEAs across the State of California. Mr. Dolinka holds a B.A. in Economics from the University of California, San Diego.

Ann Feng-Gagne, Executive Director, is one of the key members of Dolinka Group and is responsible for the day-to-day management of the financing and demographic services provided by the firm. These services include Master Plans/Funding Programs, property negotiations, formation and administration of CFDs and Assessment Districts, Redevelopment, OPEB funding, and GO Bond campaigns and issuances. Ms. Feng-Gagne holds a B.S. in Policy Analysis/Management from Cornell University.

R. Darrin Watters, Executive Director, served 16 years as a classroom teacher, coach, site administrator, and district-level administrator. Recently as an Assistant Superintendent of Business, he oversaw a \$173 million budget and managed a number of departments including fiscal services, facilities, food services, and maintenance and operations. At Dolinka Group, Mr. Watters assists with leading various financing projects, including Redevelopment negotiations. These negotiations help school districts receive millions of dollars in underpayments each year. Mr. Watters holds valid California teaching and administrative credentials.

Larry Ferchaw, Senior Director, has assisted a wide range of LEAs identify the impact of new development, levy fees against such development, and plan for future school facilities. Mr. Ferchaw has prepared various demographic and financial analyses and has assisted school districts that range in size from small, rural elementary school districts to the largest urban and suburban school districts in the State. Mr. Ferchaw holds a B.A. in History from the University of California, Los Angeles and an M.S. in Journalism from Columbia University.

Statement of Work

Dolinka Group shall provide services to the School District regarding the School District and the CVRA due to its current election method. The specific tasks include, but are not limited to, the following:

Task 1. Identify Goals and Priorities

This task involves determining the timeline and priorities the School District has for the CVRA.

Task 2. Identify Key Issues and Considerations

This task involves identifying the key issues and considerations in the CVRA for the School District. These may include legal issues, compliance with federal and State regulations, County Education Office requirements, constituent/community concerns, as well as others.

Task 3. Discuss Requirements with Legal Counsel

This task involves discussing the list of items identified in Tasks 1 and 2 with legal counsel to ensure compliance with all applicable legal, statutory, and organizational requirements.

Task 4. Prepare Census Data Analysis

This task involves gathering 2010 Census data to assist in determining if the existing voting method meets the legal requirements of the CVRA as well as the Goals and Priorities of the School District as identified in Task 1.

Subtask 4.1. Gather GIS Data/Shapefiles

This subtask involves gathering data and "shapefiles" to be used in Dolinka Group's Geographic Information Systems ("GIS") software so that geo-spatial analyses can be prepared regarding conceptual Trustee Areas.

Subtask 4.2. Evaluate Population of Community

This subtask involves evaluating the demographics of the School District based on data from the 2010 United States Census.

Task 5. Gather and Analyze Voting Patterns of the School District

This task involves reviewing the voting patterns of the School District to analyze any historical polarized voting within the School District. Such review will include analysis of past election results for the Governing Board of the School District, election results of other governing bodies within the boundaries of the School District, and election results on past State propositions where differences in voting patterns were seen among different ethnic/racial groups.

Task 6. Present Findings to Legal Counsel and School District

This task involves presenting the findings of the CVRA and reviewing options as to whether to proceed with the drawing of Trustee Areas or changing the Trustee Areas from at-large elections to trustee-area elections. Dolinka Group may also assist in presenting the findings to the School District after reviewing information with legal counsel.

Proposed Fee Schedule

The proposed budget for services performed by Dolinka Group, LLC for the School District under the proposed Scope of Work shall be a flat fee of \$14,750 (plus expenses). This fee shall be payable in two (2) equal installments. The first installment of \$7,375 (plus expenses) shall be payable upon commencement of the Scope of Work and the second installment of \$7,375 (plus expenses) shall be payable upon completion of services.

The School District shall reimburse Dolinka Group for travel, photocopying, facsimile, clerical, postage, telephone expenses, data services, materials and other out-of-pocket expenses related to the Scope of Work.

Client References

Fred Williams
North Orange County Community College District
1830 W. Romneya Drive
Anaheim, CA 92801
714.808.4746

Mike Fine
Riverside Unified School District
3380 14th Street
Riverside, CA 92501
951.778.7135

Chris Carlson
Riverside Community College District
4800 Magnolia Ave
Riverside, CA 92506
951.222.8000

Anthony Rosilez
Romoland School District
25900 Leon Road
Homeland, CA 92548
951.926.9244

Nicolas Ferguson
Alvord Unified School District
10365 Keller Avenue
Riverside, CA 92505
951.509.5000

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

Quantity	Description
	N/A

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

Quantity	Type of Equipment
1	COMPUTER KEYBOARD
19	COMPUTERS
1	FAX MACHINE
20	MONITORS
10	PRINTERS
1	TELEVISION

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

Description*	Quantity	Publication Date	General Condition	Reason for Disposition	Compliant with Current Instructional Standards (Yes or No) **
VARIOUS BUSINESS BOOKS					
Office Secretary	15	Outdated	Fair	Obsolete	No To be sold
Classroom Guides & Finances	25	Outdated	Fair	Obsolete	No To be sold
VARIOUS READING AND GRAMMAR BOOKS					
Writing and Grammar	1	Outdated	Fair	Obsolete	No To be sold
VARIOUS PSYCHOLOGY AND SCIENCE BOOKS					
Drugs and Medication-Special Youth Services	9	Outdated	Fair	Obsolete	No To be sold
Focus on Life Science	1	Outdated	Fair	Obsolete	No To be sold
Focus on Behavior	6	Outdated	Fair	Obsolete	No To be sold
Focus on Diseases	7	Outdated	Fair	Obsolete	No To be sold
Special Education	4	Outdated	Fair	Obsolete	No To be sold
VARIOUS LIBRARY BOOKS					
Dictionaries	3	Outdated	Fair	Obsolete	No To be sold
Library Books	532	Outdated	Fair	Obsolete	No To be sold

*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.

**If not sold, will be destroyed.



Donations

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
District	Anna L. Piercy	\$200, District Art Show
	Varsity Burger	\$80, Young Men and Careers
	Gail E. Eastman	4 Suite Tickets-Angel Stadium
	Tom Tait	4 Field Tickets-Angel Stadium
	Jordan Brandman	4 Suite Tickets-Angel Stadium
	Lucille Kring	6 Field Tickets-Angel Stadium
	AHSAA	\$250 in Gift Cards
	Mr. & Mrs. Alden Esping	\$200, Young Men and Careers
	ASCPTA	\$200, Young Men and Careers
	Barbara Jo Vary	\$25, "Bring Back the Splash"
	Anaheim High School Saturday Breakfast Club	\$110, "Bring Back the Splash"
	Juan J. Pineda	\$200, "Bring Back the Splash"
	Schoolsfirst Federal Credit Union	\$1,000, Young Men and Careers
Lexington	Sony Electronics	3 Sony Handycams (value: \$1,120)
	Lexington Foundation	Probook Notebook (value: \$1,063)

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
A U H S D FOOD SERVIC	V6400023	4390	40.69	40.69	00109594V6410974 M1000081422 64 6469006900605895
AAA ELECTRIC MOTOR SA	V6400033	4347	329.43	329.43	00109595
ABLENET INC.	V6405539	4312	352.60	352.60	00109596
ACOUSTICAL MATERIAL S	V6400070	4355	227.22	227.22	00109597
ADI	V6400095	4355	134.40	134.40	00109598
ALTERNATIVE REVOLVING	V6400190	4199	65.00	4,266.79	00109599
		4310	2,781.61		
		4320	556.94		
		4347	35.62		
		4390	643.66		
		5620	122.96		
		5910	61.00		
ALVARADO PAINTING, A	V6406348	5610	1,865.00	1,865.00	00109600
ANAHEIM BAND INSTRUME	V6400251	4310	202.54	202.54	00109601
APPLE INC	V6400319	4310	900.00	900.00	00109602
AT AND T	V6400374	5918	146.63	146.63	00109603
AT AND T MCI	V6406157	5918	14.74	14.74	00109604
AUGUSTIN EGELSEE LLP	V6407847	5850	6,000.00	6,000.00	00109605
B AND K ELECTRIC WHOL	V6400623	4355	1,106.77	1,106.77	00109606
B AND M LAWN AND GARD	V6400423	4347	263.15	263.15	00109607
BARNES AND NOBLE	V6400450	4210	7,660.66	7,660.66	00109608
BELL PIPE AND SUPPLY	V6400476	4355	1,307.89	1,307.89	00109609
BJ BINDERY	V6411113	4310	479.00	479.00	00109610
BOBCAT OF CERRITOS IN	V6410676	4347	276.97	276.97	00109611
BSN SPORTS	V6400615	4310	227.44	227.44	00109612

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CITY OF ANAHEIM	V6400957	5520	66,678.36	82,209.87	00109613
		5530	7,124.99		
		5580	8,406.52		
COMMERCIAL AQUATIC SE	V6411131	5610	4,676.39	4,676.39	00109614
EMPARAN, PADRAIC	V6408918	5210	1,000.00	1,000.00	00109615
GLASBY MAINTENANCE SU	V6401863	4347	105.49	105.49	00109616
GLENN, JERRY	V6402322	3701	626.40	626.40	00109617
GRAINGER	V6404982	4355	135.03	135.03	00109618
HAUGEN, CRAIG	V6401122	3701	881.40	881.40	00109619
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00109620
HOME DEPOT	V6405234	4347	603.36	2,358.33	00109621
		4355	1,754.97		
HOWARD INDUSTRIES	V6402088	4347	122.71	122.71	00109622
HP DIRECT	V6408671	4410	1,046.61	1,046.61	00109623
IMPERIAL PRODUCTS INC	V6402137	4347	6.61	8,472.51	00109624
		4355	8,465.90		
KNORR SYSTEMS	V6402610	4347	7,375.10	7,375.10	00109625
SALVIDAR, HECTOR	V6402022	5220	92.10	92.10	00109626
SOUTHWEST SCHOOL AND	V6404383	9320	1,173.71	1,173.71	00109627
WEST LITE SUPPLY CO I	V6405035	4347	32.40	32.40	00109628
WESTEL COMMUNICATION	V6405039	5610	165.00	165.00	00109629
WORTHINGTON DIRECT	V6405117	4320	379.95	379.95	00109630
AT AND T	V6400374	5918	1,459.45	1,459.45	00109631
BEST BEST AND KRIEGER	V6400491	5821	9,105.93	9,105.93	00109632

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GOPHER SPORTS EQUIPME	V6401902	4310	4,166.92	4,166.92	00109633
IMAGE APPAREL FOR BUS	V6402628	4345	49.59	49.59	00109634
INCLUSIVE EDUCATION A	V6410158	5860	1,670.00	1,670.00	00109635
KNOTT'S BERRY FARM	V6405459	4310 5880	1,174.75 2,220.00	3,394.75	00109636
LARNER, JOHN	V6402395	3701	419.60	419.60	00109637
MONTENEGRO, ROBERT	V6403968	3701	881.40	881.40	00109638
MONTGOMERY HARDWARE C	V6405624	4355	1,501.20	1,501.20	00109639
NASOUF, YOUSEF	V6411008	5210	983.65	983.65	00109640
RELIABLE OFFICE SOLUT	V6403889	9320	21,484.10	21,484.10	00109641
ROSSIER PARK ELEMENTA	V6404020	5860	17,566.50	17,566.50	00109642
SEHI COMPUTER PRODUCT	V6404221	4310	3,800.84	3,800.84	00109643
SOUTHERN CALIFORNIA E	V6404370	5520	71,157.66	71,157.66	00109644
US AIR CONDITIONING D	V6404317	4347	668.64	668.64	00109645
ADVANCED OFFICE SERVI	V6408685	4320 5610	892.82 354.74	1,247.56	00109646
ALLIANCE ENVIRONMENTA	V6400169	5610	406.91	406.91	00109647
ALVARADO, JAVIER	V6410050	5220	73.45	73.45	00109648
AMERICAN ASSOCIATION	V6411243	5310	218.00	218.00	00109649
ASSOCIATED BUSINESS P	V6400369	4320	32.43	32.43	00109650
BLUE LABEL BATTERY IN	V6411161	4310	95.90	95.90	00109651
BROOKS INSTALLATIONS	V6403919	5610	1,150.00	1,150.00	00109652
C TECH CONSTRUCTION I	V6410905	5610	435.00	435.00	00109653

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
C.A.S.H.	V6400650	5310	707.00	707.00	00109654
CALIFORNIA DEPT. OF J	V6400689	5880	2,026.00	2,026.00	00109655
CARSON SUPPLY CO	V6400788	4355	54.26	54.26	00109656
CEMEX	V6404364	5610	690.26	690.26	00109657
CENTRAL PLUMBING CO.	V6410859	5610	1,040.00	1,040.00	00109658
CITY OF ANAHEIM	V6400957	5210	150.00	140,459.29	00109659
		5220	1,970.47		
		5230	21.98		
		5520	123,082.80		
		5530	7,076.58		
		5580	8,157.46		
CITY OF BUENA PARK	V6400958	5530	1,652.57	1,652.57	00109660
CLARK SECURITY PRODUC	V6400966	4355	2,836.94	2,836.94	00109661
CLT COMPUTER MWAIVE.CO	V6410378	4310	393.25	393.25	00109662
COMMERCIAL AQUATIC SE	V6411131	4347	326.70	326.70	00109663
CRYSTAL GLASS AND MIR	V6401153	4355	399.37	399.37	00109664
CULVER NEWLIN INC	V6401188	4310	149.19	149.19	00109665
DISNEYLAND RESORTS	V6411011	5880	1,120.00	1,120.00	00109666
FIVE STAR RUBBER STAM	V6405116	4320	33.42	33.42	00109667
GREATER ANAHEIM SELPA	V6401927	8311	121,794.24	121,794.24	00109668
HERNANDEZ, JOSE	V6408762	5880	1,080.00	1,080.00	00109669
HILLYARD FLOOR CARE S	V6402055	4347	153.65	153.65	00109670
HP DIRECT	V6408671	4310	682.48	2,234.48	00109671
		4320	1,552.00		
IBARRA RODRIGUEZ, MIG	V6409769	5220	46.61	46.61	00109672

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
IMPERIAL PRODUCTS INC	V6402137	4355	298.35	298.35	00109673
INSTITUTE FOR EDUCATI	V6402165	5210	219.00	219.00	00109674
JEYCO PRODUCTS INC	V6402332	9320	2,102.26	2,102.26	00109675
JOSTENS	V6402437	4320	2,585.56	2,585.56	00109676
KAGAN COOPERATIVE LEA	V6402488	4310	2,656.64	2,656.64	00109677
KENNEDY HIGH SCHOOL	V6402571	5210	265.86	265.86	00109678
LEONARD CHAIDEZ TREE	V6402714	5610	250.00	250.00	00109679
MARTINEZ, DONOVAN	V6410051	5220	25.71	25.71	00109680
MORALES, MAYNOR	V6411225	5220	33.34	33.34	00109681
ORANGE COUNTY REGISTE	V6403461	5880	287.60	287.60	00109682
PRIMARY AND MULTISPEC	V6407482	5810	10.00	10.00	00109683
SCHWARTZ, BILLIE	V6400521	5220	112.74	112.74	00109684
SOUTHERN CALIFORNIA P	V6411262	5210	99.00	99.00	00109685
STATE OF CALIFORNIA	V6404447	5610	225.00	225.00	00109686
T. DAVIS AND ASSOCIAT	V6410605	5810	3,500.00	3,500.00	00109687
TOON BOOM ANIMATION I	V6409907	4310	296.99	4,294.99	00109688
		5810	2,000.00		
		5880	1,998.00		
VERA, CARLOS	V6408946	5220	62.44	62.44	00109689
YELLOW CAB OF GREATER	V6405135	5870	2,226.00	2,226.00	00109690
*** CHECK GAP ***					
AMERICAN BLEACHER SYS	V6400210	5610	3,800.00	3,800.00	00109692
AT AND T	V6400374	5918	18.84	18.84	00109693

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GAIL MATERIALS	V6401793	4347	2,051.52	2,051.52	00109694
GLASBY MAINTENANCE SU	V6401863	4347	115.28	115.28	00109695
HOLLIS, PAM	V6409753	5220	18.08	18.08	00109696
HP DIRECT	V6408671	4320	396.80	396.80	00109697
JACKSONS A S BREA	V6406346	4347	511.27	511.27	00109698
JOHN DEERE LANDSCAPES	V6409795	4347	66.71	66.71	00109699
JURENKA, MARY	V6406574	5210	199.13	199.13	00109700
KONICA MINOLTA BUSINE	V6403156	5620	4,492.04	4,492.04	00109701
LUNT, DANIEL	V6410999	5210	952.22	952.22	00109702
MACIAS, MELISSA	V6411218	5220	111.42	111.42	00109703
MAGNOLIA HIGH SCHOOL	V6402920	5810	3,558.00	3,558.00	00109704
MARTINEZ, DEBBIE	V6408279	5220	197.55	197.55	00109705
MATSUDA, MICHAEL	V6403107	5210	1,136.98	1,136.98	00109706
NORTH ORANGE COUNTY R	V6403384	7223 9510	105,852.00 75,452.00	181,304.00	00109707
ORANGEVIEW JR HIGH SC	V6403468	5810	22.50	22.50	00109708
ORCO DOOR CLOSER SERV	V6403472	4355	505.44	505.44	00109709
ORVAC ELECTRONICS	V6403479	4320 4355	55.72 46.83	102.55	00109710
PACIFIC TURF EQUIPMEN	V6403502	4347	819.39	819.39	00109711
PAXTON PATTERSON	V6403589	4310	160.38	160.38	00109712
REAL, JEANNETTE	V6411176	5220	77.41	77.41	00109713
RESTAURANT DEPOT	V6407788	4310	146.44	146.44	00109714

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
SCHOOL SPECIALTY INC	V6404173	4310	137.69	137.69	00109715
SMART AND FINAL IRIS	V6404306	4310	197.20	197.20	00109716
SOUTHWEST SCHOOL AND	V6404383	9320	1,666.55	1,666.55	00109717
SPEECH AND LANGUAGE	V6404400	5860	27,873.14	27,873.14	00109718
STEINERICK, GAIL	V6408751	5220	203.52	203.52	00109719
TOMARK SPORTS INC.	V6404748	4410	5,258.52	5,258.52	00109720
US HEALTHWORKS MEDICA	V6410909	5810	825.00	825.00	00109721
VSA INC	V6410631	4410	587.24	587.24	00109722
MONJARAS AND WISMAYER	V6410873	5810	2,205.60	2,205.60	00109723
PACIFIC AUDIOLOGICS	V6406874	5810	15,625.00	15,625.00	00109724
STABILIZER SOLUTIONS	V6410623	4347	6,875.96	6,875.96	00109725
A U H S D FOOD SERVIC	V6400023	4390	81.00	81.00	00109726
ANTHONY LOYA PHOTOGRA	V6405888	4310	134.12	134.12	00109727
ART SUPPLY WAREHOUSE	V6400350	4310	190.00	190.00	00109728
AT AND T	V6400374	5918	34.76	34.76	00109729
BING HUANG (PARENT)	V6410986	5860 5880	2,340.00 994.40	3,334.40	00109730
CHILD SHUTTLE	V6406415	5870	1,813.00	1,813.00	00109731
CHILD SHUTTLE	V6406415	5870	340.00	340.00	00109732
CITY OF ANAHEIM	V6400957	5520 5530 5580	13.14 634.85 3,273.37	3,921.36	00109733
CORREIA, FRANCES	V6401738	5220	60.46	60.46	00109734
DHK PLUMBING AND PIPI	V6409955	5610	5,800.00	5,800.00	00109735

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
DUNN EDWARDS PAINTS	V6401448	4355	677.97	677.97	00109736
E.B. BRADLEY COMPANY	V6401456	4355	323.12	323.12	00109737
ECONOMY RENTALS INC	V6401478	5620	464.93	464.93	00109738
EDJTHINK	V6411247	5805	100.00	100.00	00109739
EXPRESS PIPE AND SUPP	V6401644	4355	6,711.99	6,711.99	00109740
FENN TERMITE AND PEST	V6401679	5610	380.00	380.00	00109741
FOLLETT EDUCATIONAL S	V6401724	4210 4310	2,659.68 840.12	3,499.80	00109742
FULLERTON ACE HARDWAR	V6405244	4310	57.72	57.72	00109743
GALE SUPPLY CO	V6401798	9320	626.40	626.40	00109744
GAS COMPANY, THE	V6404372	5510	1,523.72	1,523.72	00109745
GLASBY MAINTENANCE SU	V6401863	4347	52.74	52.74	00109746
GOPHER SPORTS EQUIPME	V6401902	4310 4410	2,094.14 1,878.96	3,973.10	00109747
GOV CONNECTION	V6406748	4310	203.47	203.47	00109748
*** VOID CONTINUE *** VOID.CONTINU					
HOME DEPOT	V6405234	4347 4355	607.18 2,554.02	3,161.20	00109750
HOWARD INDUSTRIES	V6402088	4347	171.46	171.46	00109751
HWANG, BETHANY	V6408748	5210	287.00	287.00	00109752
IMPERIAL PRODUCTS INC	V6402137	4355	2,101.71	2,101.71	00109753
LAIOLA, JIM	V6402340	5610	210.00	210.00	00109754
MC FADDEN DALE HARDWA	V6403056	4347 4355	31.05 203.54	234.59	00109755

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
MORRIS, KATHY	V6402537	5220	100.29	100.29	00109756
NO. 1 TOUCH SCREEN TA	V6411222	5805	360.00	360.00	00109757
ORANGE COUNTY REGISTE	V6403461	4320	544.08	544.08	00109758
ORVAC ELECTRONICS	V6403479	4355	96.06	96.06	00109759
PAXTON PATTERSON	V6403589	4310	598.29	598.29	00109760
PHAM, RICK	V6406082	5220	37.58	37.58	00109761
PROFESSIONAL TUTORS O	V6407161	5805	884.00	884.00	00109762
REFRIGERATION SUPPLIE	V6403873	4347	991.36	991.36	00109763
REFRIGERATION SUPPLIE	V6403873	4347	108.27	108.27	00109764
ROSEBURROUGH TOOL CO.	V6404014	4355	185.94	185.94	00109765
RS ROOFING	V6410610	5610	4,360.00	4,360.00	00109766
RUSSELL SIGLER INC.	V6410420	4347	618.26	618.26	00109767
RUTHENBECK, LYNN	V6402876	5210	341.25	341.25	00109768
SCHOOL NEWSPAPERS ONL	V6410202	5880	200.00	200.00	00109769
SCHOOL SPECIALTY INC	V6404173	9320	82.68	82.68	00109770
SCHORR METALS INC	V6404179	4347 4355	4,323.38 19.06	4,342.44	00109771
SEHI COMPUTER PRODUCT	V6404221	4310 4320 4355	243.58 390.00 1,421.28	2,054.86	00109772
SIEMENS WATER TECHNOL	V6408457	5610	385.80	385.80	00109773
SO CAL OFFICE TECHNOL	V6406339	4320	3,013.04	3,013.04	00109774
TOMARK SPORTS INC.	V6404748	4355	549.76	549.76	00109775
U S BANK	V6406511	4310	1,306.10	1,698.10	00109776

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
5880			392.00		
UNITED RENTALS	V6404854	4355	1,785.98	1,785.98	00109777
US AIR CONDITIONING D	V6404317	4347	221.60	221.60	00109778
YAMAHA GOLF CARS OF C	V6405131	5610	282.95	282.95	00109779
*** CHECK GAP ***					
ACS BILLING SERVICE	V6400072	5580	3,365.12	3,365.12	00109782
ALBRIGHT LIGHTING PLA	V6410869	4355	392.97	392.97	00109783
ALTERNATIVE REVOLVING	V6400190	4310	1,763.68	2,321.03	00109784
		4320	209.81		
		4347	88.57		
		4390	108.62		
		5210	27.00		
		5880	95.00		
		5910	28.35		
ANAHEIM DISPOSAL	V6400256	5580	1,284.61	1,284.61	00109785
BEACON DAY SCHOOL	V6409269	5860	36,461.77	36,461.77	00109786
BROOKHURST JUNIOR HIG	V6400602	5810	640.00	640.00	00109787
CITY OF ANAHEIM	V6400957	5520	41,332.24	48,859.34	00109788
		5530	2,447.28		
		5580	5,079.82		
COCO PRINTING AND GRA	V6410045	5712	3,391.20	3,391.20	00109789
CONSOLIDATED DISPOSAL	V6401069	5580	1,619.12	1,619.12	00109790
CULVER NEWLIN INC	V6401188	4310	6,070.03	6,070.03	00109791
ECONOMY RENTALS INC	V6401478	5620	510.00	510.00	00109792
FARR'S CUSTOM CARBIDE	V6410142	4355	18.00	18.00	00109793
*** VOID CONTINUE ***	VOID.CONTINU		0.00	0.00	00109794

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
FENN TERMITE AND PEST	V6401679	5610	2,086.00	2,086.00	00109795
GAIL MATERIALS	V6401793	4347	2,011.22	2,011.22	00109796
GAS COMPANY, THE	V6404372	5510	58,968.26	58,968.26	00109797
GOPHER SPORTS EQUIPME	V6401902	4310	42.48	42.48	00109798
GRAINGER	V6404982	4355	927.58	927.58	00109799
IRON MOUNTAIN	V6409943	5812	142.00	142.00	00109800
JOHNSON, KRIS	V6411266	5230	192.00	192.00	00109801
KNOWLAND CONSTRUCTION	V6409073	6291	14,959.00	14,959.00	00109802
LANGUAGE NETWORK INC	V6409301	5810	450.00	450.00	00109803
MC GRAW HILL COMPANIE	V6403059	4310	545.22	545.22	00109804
MULTI HEALTH SYSTEMS	V6403217	4310	1,333.58	1,333.58	00109805
NASCO MODESTO	V6403253	4310	11.18	11.18	00109806
PRO ONE INC.	V6410351	4384	1,622.85	1,622.85	00109807
TARULLI TIFE INC	V6404599	4386	670.94	670.94	00109808
TRADITIONAL AUTO SUPP	V6409571	4370	94.07	94.07	00109809
TROXELL COMMUNICATION	V6404796	4410	8,225.28	8,225.28	00109810
TYCO INTEGRATED SECUR	V6400100	5620	289.39	289.39	00109811
WESTROX INTERNATIONAL	V6405053	4370	88.32	611.35	00109812
		4376	25.08		
		4385	497.95		
WURTH USA INC	V6408563	4375	155.55	155.55	00109813
*** CHECK GAP ***					
CLUB Z	V6408640	5805	3,184.55	3,184.55	00109815

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
GENERAL BINDING CORPO	V6401829	5610	523.00	523.00	00109816
GONZALEZ, LAURA	V6410576	5220	130.57	130.57	00109817
GREEN, MELANIE	V6405792	5220	42.49	42.49	00109818
GROVE, KELLY A.	V6409563	5220	95.49	95.49	00109819
H AND H AUTO PARTS WH	V6401967	4376 4385	290.35 1,696.61	1,986.96	00109820
IPC USA INC.	V6410467	4382	29,007.18	29,007.18	00109821
JACKSONS A S BREA	V6406346	4370 4375 4376 4385	2,273.53 221.06 1,019.60 129.50	3,643.69	00109822
ORANGE COUNTY PUBLIC	V6411157	5810	11,586.00	11,586.00	00109823
PIPS	V6407384	3601 3602	205,926.44 68,642.14	274,568.58	00109824
QUENEAU, JANET	V6405658	5220	81.36	81.36	00109825
SAFETY KLEEN	V6404072	5610	279.84	279.84	00109826
SMART AND FINAL IRIS	V6404306	4310	79.75	79.75	00109827
SOUTHWEST SCHOOL AND	V6404383	9320	1,113.52	1,113.52	00109828
SPICERS PAPER INC	V6404405	4320	918.60	918.60	00109829
STAPLES ADVANTAGE	V6410116	4320	128.66	128.66	00109830
SUPPLYMASTER	V6404538	4310	734.40	734.40	00109831
WEST PAYMENT CENTER	V6407958	4210	126.47	126.47	00109832
WHITTIER UNION HIGH S	V6406020	5210	640.00	640.00	00109833
A1 FLOORING	V6400031	4355	1,187.00	1,187.00	00109834
AAA ELECTRIC MOTOR SA	V6400033	4347	1,044.12	1,044.12	00109835

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ACOUSTICAL MATERIAL S	V6400070	4355	501.73	501.73	00109836
ADI	V6400095	4355	247.83	247.83	00109837
AICHELE, STEVEN G.	V6407891	5610	125.00	125.00	00109838
ALEKS CORPORATION	V6409330	5880	3,750.00	3,750.00	00109839
ALTERNATIVE REVOLVING	V6400190	4310	689.77		
		4320	161.30		
		4347	20.29		
		4390	232.98		
ALVARADO PAINTING, A	V6406348	5610	375.00	375.00	00109841
AMERICAN LEGION	V6410332	5880	50.00	50.00	00109842
ANAHEIM UNION HIGH SC	V6400267	5454	41,002.61	41,002.61	00109843
APPLE INC	V6400319	4310	1,081.68	3,081.68	00109844
		4320	2,000.00		
B AND M LAWN AND GARD	V6400423	4347	182.75	182.75	00109845
BARKSHIRE LASER LEVEL	V6407215	5610	1,750.00	1,750.00	00109846
BUSWEST LLC	V6407892	4376	449.77	449.77	00109847
CABE	V6400656	5210	620.00	620.00	00109848
CANYON AUTO GLASS	V6408005	5610	150.00	150.00	00109849
CATHEDRAL HOME FOR CH	V6407473	5860	13,400.00	13,400.00	00109850
CONSOLIDATED DISPOSAL	V6401069	5580	4,908.21	4,908.21	00109851
CULVER NEWLIN INC	V6401188	4310	4,200.60	4,200.60	00109852
DIESEL SPECIALISTS	V6406515	4370	853.93	853.93	00109853
FEDERAL EXPRESS	V6401675	5910	44.92	44.92	00109854
FLEET PRIDE INC.	V6407248	4370	239.03	446.39	00109855
		4375	207.36		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
FLEET SERVICES INC	V6405625	4376 4385	676.59 3,016.99	3,693.58	00109856
FROG ENVIRONMENTAL IN	V6407428	5610	575.00	575.00	00109857
GILBERT SOUTH ASB	V6407543	5880	165.00	165.00	00109858
GLENN, MARK	V6411268	5210	653.02	653.02	00109859
GST INC.	V6401950	5610	1,518.00	1,518.00	00109860
HORIZON	V6408259	4347	487.09	487.09	00109861
HP DIRECT	V6408671	4310 4410	680.40 7,959.87	8,640.27	00109862
ICS SERVICE CO.	V6406452	5610	3,701.54	3,701.54	00109863
JEYCO PRODUCTS INC	V6402332	4375	524.92	524.92	00109864
JM AND J CONTRACTORS	V6410460	6165	43,740.60	43,740.60	00109865
KONICA MINOLTA BUSINE	V6403156	5620	3,726.72	3,726.72	00109866
KRUEGER, CELESTE	V6409442	5220	63.28	63.28	00109867
LARNER, JOHN	V6402395	3701	209.80	209.80	00109868
LOPEZ, LUIS M.	V6411098	5210	1,183.82	1,183.82	00109869
MC NEIL, KATRINA	V6409918	5210	648.01	648.01	00109870
MEEHAN, LACEY	V6409733	5220	28.25	28.25	00109871
MISSION LINEN SUPPLY	V6411115	4388	288.03	288.03	00109872
MORRIS, KATHY	V6402537	5220	51.13	51.13	00109873
NATIONAL AUTISM RESOU	V6411234	4310	1,774.17	1,774.17	00109874
NEW HAVEN YOUTH AND F	V6407247	5860	8,309.00	8,309.00	00109875
NORTHERN TOOL AND EQU	V6403385	4310	458.99	458.99	00109876

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
ONE STOP PARTS SOURCE	V6406259	4370	328.20	328.20	00109877
ORANGE COUNTY PUBLIC	V6411157	5810	4,400.00	4,400.00	00109878
OUR TOWN MULTI MEDIA	V6411267	4320	390.00	390.00	00109879
PESI (PREMIER EDUCATI	V6409156	5210	199.99	199.99	00109880
ROSSIER PARK ELEMENTA	V6404020	5860	3,718.20	3,718.20	00109881
SAFETY KLEEN	V6404072	4347	439.11	439.11	00109882
SCHIMA PEDERSEN, ELLI	V6401556	5210	239.80	239.80	00109883
SEHI COMPUTER PRODUCT	V6404221	4310	291.12	291.12	00109884
SILVER STATE COACH IN	V6409164	5620	1,545.64	1,545.64	00109885
SPEECH AND LANGUAGE	V6404400	5860	3,159.25	3,159.25	00109886
THERAPEUTIC EDUCATION	V6404702	5860	6,996.00	6,996.00	00109887
WEST SHIELD ADOLESCEN	V6405037	5880	3,900.74	3,900.74	00109888
*** CHECK GAP ***					
ALLIANCE ENVIRONMENTA	V6400169	5610	1,758.13	1,758.13	00109892
ANAHEIM HIGH SCHOOL	V6400260	4320	155.00	155.00	00109893
AWARDS BY PAUL	V6400412	4320	21.60	21.60	00109894
B AND H PHOTO VIDEO I	V6400422	4310 4410	7,765.86 17,703.15	25,469.01	00109895
B AND K ELECTRIC WHOL	V6400623	4355	233.83	233.83	00109896
B AND M LAWN AND GARD	V6400423	4347	28.36	28.36	00109897
BARNES AND NOBLE	V6400450	4210	1,482.02	1,482.02	00109898
BIG D SUPPLIES	V6400508	4355	83.11	83.11	00109899
BIOMETRICS4ALL INC	V6409224	5880	51.00	51.00	00109900

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
CENTRAL PLUMBING CO.	V6410859	5610	462.50	462.50	00109901
CITY OF ANAHEIM	V6400957	5520	48,481.89	58,425.30	00109902
		5530	4,838.25		
		5580	5,105.16		
COCO PRINTING AND GRA	V6410045	4320	462.24	462.24	00109903
COLLEGE BOARD	V6401012	5310	325.00	325.00	00109904
COMMERCIAL AQUATIC SE	V6411131	6490	7,476.00	7,476.00	00109905
DEVEREUX TEXAS TREATM	V6401339	5860	11,962.04	11,962.04	00109906
DUMAS, WILLIE	V6408253	5210	39.66	39.66	00109907
ELLIOTT, MARYJO	V6408060	5210	29.42	29.42	00109908
EPL SOLUTIONS	V6411205	4355	239.34	239.34	00109909
FEDERAL EXPRESS	V6401675	5910	443.72	443.72	00109910
FIELDHOUSE, MARK	V6402986	5210	341.25	341.25	00109911
NAVANCE INC.	V6409209	5880	6,231.22	6,231.22	00109912
PRESENTATION FOLDER I	V6403738	5810	450.00	450.00	00109913
REFRIGERATION SUPPLIE	V6403873	4347	1,812.42	1,812.42	00109914
SCHOOL SERVICES OF CA	V6404171	5210	175.00	175.00	00109915
SCHUMM, BRETT	V6400589	5210	884.16	884.16	00109916
SMART AND FINAL IRIS	V6404306	4310	1,047.15	1,047.15	00109917
SOUTHWEST SCHOOL AND	V6404383	9320	577.13	577.13	00109918
SPICERS PAPER INC	V6404405	4320	135.17	135.17	00109919
SYLVAN LEARNING CENTE	V6410245	5805	2,623.00	2,623.00	00109920
TIME AND ALARM SYSTEM	V6404729	5610	1,138.25	1,138.25	00109921

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
TOMARK SPORTS INC.	V6404748	4355	98.56	98.56	00109922
UNITED PARCEL SERVICE	V6408429	5910	170.42	170.42	00109923
UNIVERSAL ASPHALT	V6404860	5610	850.00	850.00	00109924
WESTEL COMMUNICATION	V6405039	5610	120.00	120.00	00109925
WILLIAMSON, LORI	V6411269	5210	187.84	187.84	00109926
YELLOW CAB OF GREATER	V6405135	5870	1,900.00	1,900.00	00109927

TOTAL FOR FUND: 0101 GENERAL FUND 1,742,163.35

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
		Object	Object Total		
		3601	205,926.44		
		3602	68,642.14		
		3701	3,018.60		
		4199	65.00		
		4210	11,928.83		
		4310	52,886.86		
		4312	352.60		
		4320	15,015.14		
		4345	49.59		
		4347	33,979.19		
		4355	39,334.95		
		4370	3,877.08		
		4375	1,108.89		
		4376	2,461.39		
		4382	29,007.18		
		4384	1,622.85		
		4385	5,341.05		
		4386	670.94		
		4388	288.03		
		4390	1,106.95		
		4410	42,659.63		
		5210	11,503.06		
		5220	3,715.74		
		5230	213.98		
		5310	1,250.00		
		5454	41,002.61		
		5510	60,491.98		
		5520	350,746.09		
		5530	23,774.52		
		5580	41,199.39		
		5610	41,889.31		
		5620	11,151.68		
		5712	3,391.20		
		5805	7,151.55		
		5810	45,272.10		
		5812	142.00		
		5821	9,105.93		
		5850	6,000.00		
		5860	133,455.90		
		5870	6,279.00		
		5880	24,560.96		
		5910	24,748.41		

FUND: 0101 GENERAL FUND

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
	5918		1,674.42		
	6165		43,740.60		
	6291		14,959.00		
	6490		7,476.00		
	7223		105,852.00		
	8311		121,794.24		
	9320		28,826.35		
	9510		75,452.00		

TOTAL FOR FUND: 0101 GENERAL FUND 1,742,163.35

Total Number Of Checks Printed: 327

Number Of Void Checks Printed: 3

Number Of Actual Checks Printed: 324

ANAHEIM UHSD 03/19/13 Vendor Check Register
 TUE, MAR 19, 2013, 11:02 AM --req: KORR-----leg: 64 ---loc: 64FISCAL--job: 13109520 #J918--prog: CK517 <1.01>--report id: CKRECSOC

FUND: 2545 CAP FAC AGENCY

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
KNOWLAND CONSTRUCTION	V6409073	6291	7,617.00	7,617.00	00109814
				*** CHECK GAP ***	
JM AND J CONTRACTORS	V6410460	6165	3,512.40	3,512.40	00109889
				*** CHECK GAP ***	

TOTAL FOR FUND: 2545 CAP FAC AGENCY 11,129.40

Object	Object Total
6165	3,512.40
6291	7,617.00
TOTAL FOR FUND: 2545 CAP FAC AGENCY	11,129.40

Total Number Of Checks Printed: 2
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 2

FUND: 6768 INS-WCI

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
AUHSD	V6400400	5890	2,476.64	2,476.64	00109890
TOTAL FOR FUND: 6768 INS-WCI			2,476.64	2,476.64	

Object	Object Total
5890	2,476.64
TOTAL FOR FUND: 6768 INS-WCI	2,476.64

Total Number Of Checks Printed: 1
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 1

FUND: 6769 INS - H&W

Vendor Name	Vendor ID	Object	Amount	Check Amt	CK #
EXPRESS SCRIPTS INC.	V6410974	5895	82,923.45	82,923.45	00109691
				*** CHECK GAP ***	
CALIFORNIA SCHOOLS DE	V6405368	5892	244,046.00	244,046.00	00109780
DELTA CARE USA	V6405542	5465	9,730.96	9,730.96	00109781
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	87,147.83	87,147.83	00109891
				*** CHECK GAP ***	
EXPRESS SCRIPTS INC.	V6410974	5895	174.80	174.80	00109928

TOTAL FOR FUND: 6769 INS - H&W 424,023.04

Object	Object Total
5892	244,046.00
5465	9,730.96
5895	170,246.08

TOTAL FOR FUND: 6769 INS - H&W 424,023.04

Total Number Of Checks Printed: 5
 Number Of Void Checks Printed: 0
 Number Of Actual Checks Printed: 5

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G64A0178	OCDE	85,139.00	85,139.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL
G64A0179	REGENTS OF THE UNIV. CALIF, TH	38,500.00	38,500.00	0153381510 5810	ECIA-I/PROFESSIONAL DEVELOPMNT /
G64C0344	PRESENTATION FOLDER INC	646.50	646.50	0102102071 5810	SUPT/BRD SUPT / NON-INSTRUCTIONAL PROF
G64C0345	DHK PLUMBING AND PIPING	5,800.00	5,800.00	0169239081 5610	TRIDENT/PLUMB/MO / REPAIRS/MAINT - O/S
G64C0347	C TECH CONSTRUCTION INC.	213.00	213.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0348	ALVARADO PAINTING, A	400.00	400.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
G64C0349	LEONARD CHAIDEZ TREE SERVICE	250.00	250.00	0131222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
G64C0351	PRO LINE GYM FLOORS INC.	250.00	250.00	0138220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
G64C0352	GOLDEN STATE PAVING CO INC	2,100.00	2,100.00	0137238081 5610	PAVSY/ING/MO / REPAIRS/MAINT - O/S SERVICES
G64C0353	SUPPLYMASTER	1,615.68	1,615.68	0153381610 4320	SP/TITLE I-SES PROVIDERS/INSTR / OTHER
G64C0354	ALVARADO PAINTING, A	400.00	400.00	0148237081 5610	HANDEL/PAINT/MO / REPAIRS/MAINT - O/S
G64C0355	ALVARADO PAINTING, A	700.00	700.00	0137237081 5610	SY/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0357	CARRIER SALES AND DISTRIBUTION	1,000.00	1,000.00	0127235081 5610	KE/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
G64C0358	CENTRAL PLUMBING CO. INC.	800.00	800.00	0123239081 5610	SA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0360	ALVARADO PAINTING, A	400.00	400.00	0125237081 5610	KA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
G64C0361	ALEKS CORPORATION	3,750.00	3,750.00	0153381610 5880	SP/TITLE I-SES PROVIDERS/INSTR / OTHER
G64C0362	TRI CITIES REFRIGERATION	500.00	500.00	0142235081 5610	OXFORD/HVAC/MO / REPAIRS/MAINT - O/S
G64C0363	ACTION DOOR REPAIR CORPORATION	1,885.00	1,885.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64C0364	CENTRAL PLUMBING CO. INC.	467.50	467.50	0144239081 5610	LEX/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
G64C0365	BROOKS INSTALLATIONS	6,535.00	6,535.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64R1141	SEHI COMPUTER PRODUCTS	93.48	93.48	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
G64R1143	MARKERBOARD PEOPLE, THE	513.22	513.22	0144456010 4310	LEX/EIALEP/INSTR / INSTRUCTIONAL MATL &
G64R1144	CENGAGE LEARNING	1,331.40	1,331.40	0144456010 4210	LEX/EIALEP/INSTR / BOOKS AND REFERENCE
G64R1145	MACKIN LIBRARY MEDIA	2,935.72	2,935.72	0144000010 4210	LEX/INSTR / BOOKS AND REFERENCE MATERIAL

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G64R1146	AMERICAN LEGION	50.00	50.00	0121000031 5880	WESTERN/GUID / OTHER OPERATING EXPENSES
G64R1147	PRIMARY AND MULTISPECIALTY CL	10.00	10.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL
G64R1148	MD INSTALLATIONS INT'L INC.	956.00	956.00	0105105072 5610	CLASS HR/GENL ADM / REPAIRS/MAINT - O/S
G64R1149	CITY OF ANAHEIM	150.00	150.00	0140000010 5210	SOUTH/INSTR / TRAVEL AND CONFERENCE
G64R1150	STAPLES ADVANTAGE	200.51	200.51	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
G64R1151	DISNEYLAND RESORTS	1,120.00	1,120.00	0140002010 5880	SOUTH/BUS ED/INSTR / OTHER OPERATING
G64R1152	STAPLES ADVANTAGE	128.66	128.66	0123140027 4320	SA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R1153	SOUTHERN CALIFORNIA PUBLIC MAN	99.00	99.00	0105105072 5210	CLASS HR/GENL ADM / TRAVEL AND
G64R1154	NEW HORIZONS COMPUTER	594.00	594.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
G64R1155	DEMCO INC	111.78	111.78	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R1156	REGAL AWARDS	251.91	251.91	0153508140 4320	AN PREP FOUNDATION/ANCILLARY / OTHER
G64R1157	CENGAGE LEARNING	267.00	267.00	0140381010 4310	SOUTH/ECIAI/INSTR / INSTRUCTIONAL MATL &
G64R1158	NEW MANAGEMENT	118.00	118.00	0121000083 4320	WESTERN/SEC / OTHER OFFICE/MISC SUPPLIES
G64R1159	ANTHONY LOYA PHOTOGRAPHY	134.12	134.12	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL &
G64R1160	AMAZON.COM	59.39	59.39	0124257511 4320	EMOTION DISTRB/SE SEP CL/SEV / OTHER
G64R1161	OFFICE DEPOT	1,135.06	1,135.06	0135381010 4310	DALE/ECIAI/INSTR / INSTRUCTIONAL MATL &
G64R1162	OFFICE DEPOT	60.43	60.43	0144456010 4310	LEX/EIALEP/INSTR / INSTRUCTIONAL MATL &
G64R1163	FOLLETT EDUCATIONAL SERVICES	73.22	73.22	0146163010 4210	CDS/INSTR / BOOKS AND REFERENCE MATERIAL
G64R1164	IBO SALES DEPARTMENT	206.71	206.71	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R1165	OFFICEMAX INCORPORATED	244.79	244.79	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
G64R1166	MARKERBOARD PEOPLE, THE	615.60	615.60	0125381010 4310	KA/ECIAI/INSTR / INSTRUCTIONAL MATL &
G64R1167	EDUCATIONAL INNOVATIONS INC	319.96	319.96	0128031010 4310	CY/CHEM/INSTR / INSTRUCTIONAL MATL &
G64R1168	ALVARADO PAINTING, A	5,745.00	5,745.00	0124000081 5610	LOARA/MO / REPAIRS/MAINT - O/S SERVICES
G64R1169	ORANGE COUNTY REGISTER	544.08	544.08	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC

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G64R1170	JOSTENS	5,735.99	5,735.99	0124140027 4320	LOARA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
G64R1171	PIONEER DRAMA SERVICE INC	471.15	471.15	0123006010 4310	SA/THEATER/INSTR / INSTRUCTIONAL MATL &
G64R1172	PCI EDUCATIONAL PUBLISHING	464.52	464.52	0138251511 4310	LEARN HDCP / SE SE / INSTRUCTIONAL MATL &
G64R1173	NASCO MODESTO	418.35	418.35	0128456010 4310	CY/EIALEP/INSTR / INSTRUCTIONAL MATL &
G64R1174	CLT COMPUTER MWAVE.COM	118.24	118.24	0121381010 4310	WE/ECIA TITLE I/INSTRUCTI / INSTRUCTIONAL
G64R1175	JONES SCHOOL SUPPLY	223.47	223.47	0121000031 4320	WESTERN/GUID / OTHER OFFICE/MISC SUPPLIES
G64R1176	IXL	199.00	199.00	0132257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
G64R1177	SEHI COMPUTER PRODUCTS	2,063.95	687.75 1,376.20	0108108077 4310 0108108077 4410	INFO SYSTEM/DP / INSTRUCTIONAL MATL & INFO SYSTEM/DP / EQUIPMENT -
G64R1178	AWARDS BY PAUL	200.88	200.88	0104104072 4320	CERT HR/GENL.ADM / OTHER OFFICE/MISC
G64R1179	NORTHSTAR AV	378.00	378.00	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R1180	BUDDY'S ALL STARS INC	594.44	594.44	0121028010 4310	WESTERN/ATHLET/INSTR / INSTRUCTIONAL MATL
G64R1181	KEM VENTURES INC	59.78	59.78	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
G64R1182	MARKERBOARD PEOPLE, THE	754.70	754.70	0128456010 4310	CY/EIALEP/INSTR / INSTRUCTIONAL MATL &
G64R1183	MARKERBOARD PEOPLE, THE	513.22	513.22	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R1184	HP DIRECT	16.00	10.00 6.00	0127000010 4310 0127000010 5610	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES KE/INSTR / REPAIRS/MAINT - O/S SERVICES
G64R1185	SEHI COMPUTER PRODUCTS	446.24	446.24	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
G64R1186	PROMOTIONAL CONCEPTS	3,845.24	3,845.24	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCTIONAL.MATL &
G64R1187	O.C.A.D.A.	500.00	500.00	0120028010 5210	ANAHEIM/ATHLET/INSTR / TRAVEL AND
G64R1188	BARNES AND NOBLE	159.12	159.12	0135029010 4210	DALE/READING/INSTR / BOOKS AND REFERENCE
G64R1189	NASCO MODESTO	59.58	59.58	0132252011 4310	OR/MILD MODERATE/SE SEP CL/NSE /
G64R1190	COMPLETE BUSINESS SYSTEMS	711.93	711.93	0132140027 4320	OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R1191	JOSTENS	1,283.31	1,283.31	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES

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G64R1192	JOSTENS	1,793.05	1,793.05	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
G64R1193	NATIONAL READING STYLES INC	64.90	64.90	0132252011 4310	OR/MILD MODERATE/SE SEP CL/NSE /
G64R1194	JOHNSON, KRIS	192.00	192.00	0113177072 5230	RISK MANAGEMENT/OTHER GEN ADM /
G64R1195	CLASSIC PARTY RENTALS	3,556.30	3,556.30	0127000010 5620	KE/INSTR / RENTALS/OPERATING LEASES
G64R1196	BROOKS INSTALLATIONS	1,750.00	1,750.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
G64R1197	BLICK ART MATERIALS	386.35	386.35	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
G64R1198	OUR TOWN MULTI MEDIA	421.20	421.20	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64R1199	MEDCO SPORTS MEDICINE	1,388.86	1,388.86	0120028040 4310	AN/ATHLET/ANCILLARY / INSTRUCTIONAL MATL
G64R1200	IPARADIGMS	2,989.80	2,439.80	0142159510 4320	OXFORD/ACCTS RECEIVABLE / OTHER
			550.00	0142159510 5880	OXFORD/ACCTS RECEIVABLE / OTHER OPERATING
G64R1201	OCDE	90.00	90.00	0163153021 5210	SP PRG ADMN/INSGTR SUPRV / TRAVEL AND
G64R1202	SILVER STATE COACH INC	1,545.64	1,545.64	0120405010 5620	TRANSP GRANT/INSTR / RENTALS/OPERATING
G64R1203	CALIFORNIA TEACHERS ASSOCIATIO	235.00	235.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
G64R1204	GLOBAL CTI GROUP	45.00	45.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
G64R1205	ORANGE COUNTY FIRE AUTHORITY	350.00	100.00	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
			250.00	0128230081 5880	CY/GENERAL/MO / OTHER OPERATING EXPENSES
G64R1206	ANAHEIM HIGH SCHOOL	170.00	170.00	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
G64R1207	WEST SHIELD ADOLESCENT SERVICE	3,900.74	3,900.74	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
G64R1208	CALIFORNIA PARENT CENTER	325.00	325.00	0125381510 5210	KA/TITLE I/PD/INSTRUCTION / TRAVEL AND
G64R1209	MEDCO SPORTS MEDICINE	958.65	958.65	0127028040 4320	KE/ATHLET/ANCILLARY / OTHER OFFICE/MISC
G64R1210	SILVER STATE TRAILWAYS	3,433.50	3,433.50	0123506010 5620	SA/PUENTE/INSTR / RENTALS/OPERATING LEASES
G64R1211	SCHOOL SERVICES OF CALIFORNIA	175.00	175.00	0115115021 5210	EDUCATION/SUPV INST / TRAVEL AND
G64R1212	STAFF DEVELOPMENT RESOURCES	229.00	229.00	0132381010 5210	OR/ECIAI/INSTR / TRAVEL AND CONFERENCE
G64R1213	APPLE INC	2,600.00	2,600.00	0117326010 4310	PEP GRANT/INSTR / INSTRUCTIONAL MATL &

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G64R1214	IDENTICARD SYSTEMS WORLDWIDE I	1,544.51	1,544.51	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
G64R1215	CAL HOSA	1,890.00	1,890.00	0123393010 5210	SA/VEA-2B/INSTR / TRAVEL AND CONFERENCE
G64R1216	PEARSON EDUCATION	4,026.48	4,026.48	0127393010 4210	KE/VEA-2B/INSTR / BOOKS AND REFERENCE
G64R1217	MACKIN LIBRARY MEDIA	4,801.78	4,801.78	0124381024 4210	LOARA/TITLE I/L M T / BOOKS AND REFERENCE
G64R1218	COLLEGE BOARD	325.00	325.00	0115115072 5310	EDUCATION/GENL ADM / DUES AND
G64R1219	JUNIOR LIBRARY GUILD	5,777.57	5,777.57	0124381024 4210	LOARA/TITLE I/L M T / BOOKS AND REFERENCE
G64R1220	SPRINT SOLUTIONS INC	107.99	107.99	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES
G64R1221	SCHOOL SERVICES OF CALIFORNIA	195.00	195.00	0155155072 4320	BUSINESS/GENL ADM / OTHER OFFICE/MISC
G64R1222	CHEF UNIFORMS	944.58	944.58	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
G64R1223	BARNES AND NOBLE	1,499.41	1,499.41	0122381010 4210	MA/ECIA1/INSTR / BOOKS AND REFERENCE
G64R1224	NORTHSTAR AV	899.64	899.64	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL &
G64R1225	NAVIANCE INC.	3,800.00	3,800.00	0125381510 5880	KA/TITLE I/PD/INSTRUCTION / OTHER OPERATING
G64R1226	TEXTBOOK WAREHOUSE	218.16	218.16	0128000010 4110	CY/INSTR / APPROVED TEXTS/CORE CURR MATL
G64R1227	FOLLETT EDUCATIONAL SERVICES	231.66	231.66	0128000010 4110	CY/INSTR / APPROVED TEXTS/CORE CURR MATL
G64R1228	BARNES AND NOBLE	621.65	621.65	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
G64R1229	FOLLETT LIBRARY RESOURCES	2,715.19	1,115.19	0140001024 4240	LIBRARY / BOOKS AND REFERENCE MATL 7-8
			1,600.00	0140381010 4240	SOUTH/ECIA1/INSTR / BOOKS AND REFERENCE
G64R1231	DEMCO INC	150.42	150.42	0132001024 4315	LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES
G64R1232	HOLIDAY INN BUENA PARK	2,591.78	2,591.78	0105105072 4390	CLASS HR/GENL ADM / MEETING EXPENSE - FOOD
G64R1234	ACORN MEDIA	520.56	520.56	0137456010 4310	SY/EIALEP/INSTR / INSTRUCTIONAL MATL &
G64R1235	GOVERNMENTJOBS.COM	6,000.00	6,000.00	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING
G64R1236	REGAL AWARDS	1,556.84	1,556.84	0120487010 4310	MULTIMEDIA COMPUTER TECH/INST /
G64R1237	LEARNING A-Z	169.90	169.90	0131257011 4310	SEVER HDCP/SEV / INSTRUCTIONAL MATL &
G64R1238	EXCELERATE SOFTWARE INC.	300.00	300.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES

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G64R1239	HEROIX	2,400.00	2,400.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
G64S0229	SCHOOL SPECIALTY INC	5,888.16	5,888.16	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0230	S C MARKETING	1,440.35	1,440.35	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0231	BLICK ART MATERIALS	123.12	123.12	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0232	CERTIFIED ART SUPPLY	941.45	941.45	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0233	GLASBY MAINTENANCE SUPPLY CO.	1,685.02	1,685.02	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0234	SOUTHWEST SCHOOL AND OFFICE SU	1,590.46	1,590.46	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0235	WAXIE SANITARY SUPPLY	810.26	810.26	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0236	CHAMPION CHEMICAL CO.	2,434.02	2,434.02	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0237	RAYVERN LIGHTING SUPPLY	2,280.96	2,280.96	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0238	MEDCO SPORTS MEDICINE	1,618.65	1,618.65	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64S0239	JEYCO PRODUCTS INC	1,139.53	1,139.53	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
G64T0178	CCS PRESENTATION SYSTEMS INC	1,859.76	358.56	0144456010 4310	LEX/EIALEP/INSTR / INSTRUCTIONAL MATL &
			1,501.20	0144456010 4410	LEX/EIALEP/INSTR / EQUIPMENT -
G64T0179	MICROSOFT STORE	3,931.53	3,931.53	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
G64T0181	ACORN MEDIA	1,586.76	1,586.76	0125140027 4320	KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
G64T0182	APPLE INC	852.92	200.00	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			652.92	0127000010 4410	KE/INSTR / EQUIPMENT - NON-CAPITALIZED
G64T0183	HP DIRECT	62,224.81	62,224.81	0123393010 4410	SA/VEA-2B/INSTR / EQUIPMENT -
G64T0184	ACORN MEDIA	9,334.44	27.00	0123393010 4310	SA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			9,307.44	0123393010 5880	SA/VEA-2B/INSTR / OTHER OPERATING EXPENSES
G64T0185	HP DIRECT	953.73	953.73	0138381010 4410	BALL/ECIAI/INSTR / EQUIPMENT -
G64T0186	TROXELL COMMUNICATIONS INC	2,549.88	787.52	0132381010 4310	OR/ECIAI/INSTR / INSTRUCTIONAL MATL &
			1,762.56	0132381010 4410	OR/ECIAI/INSTR / EQUIPMENT - NON-CAPITALIZED
G64T0187	HP DIRECT	7,904.91	7,904.91	0120405010 4410	TRANSP GRANT/INSTR / EQUIPMENT -

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTES MEETING 03/28/2013

FROM 03/05/2013 TO 03/18/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G64T0188	COUNTY OF VENTURA	7,749.00	7,749.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
G64X0474	SMART AND FINAL IRIS CO	900.00	900.00	0120013010 4310	ANAHEIM/HECT/INSTR / INSTRUCTIONAL MATL &
G64X0475	RIDDELL ALL AMERICAN	9,300.00	9,300.00	0120028081 5630	ANAHEIM/ATHLETIC/FIELDMN SUPP /
G64X0476	RIDDELL ALL AMERICAN	5,000.00	5,000.00	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /
G64X0477	JOSTENS	4,500.00	4,500.00	0122000031 4310	MA/GUID / INSTRUCTIONAL MATL & SUPPLIES
G64X0478	SMART AND FINAL IRIS CO	200.00	200.00	0120140027 4320	ANAHEIM/SCH ADM / OTHER OFFICE/MISC
G64X0479	AWARDS BY PAUL	200.00	200.00	0137140027 4320	SY/SCH ADM / OTHER OFFICE/MISC SUPPLIES

Fund 01 Total: 397,525.66

Total Amount of Purchase Orders: 397,525.66

Purchase Orders - Detail

Anaheim School Dist/Food Services

Vendor Name		PO No.	P.O. Date	Date Needed	Revised	Needed Date	Account No.	Use Vendor Numbers	
CHEFS TOYS		24693	2/26/2013	3/12/2013			4300	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost			
1	1	1111	True T-19F, Freezer, Reach-in, One Section		\$1,758.00	\$1,758.00			
1	1	1111	Chefs' Toys Installation		\$45.00	\$45.00			
						Sales Tax:		\$140.64	
						P.O. Total:		\$1,943.64	
CHEFS TOYS		24694	2/26/2013	3/12/2013			4300	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost			
1	1	1111	Work Table, 72" Stainless Steel Top		\$962.84	\$962.84			
1	1	1111	Delivery		\$25.00	\$25.00			
						Sales Tax:		\$77.03	
						P.O. Total:		\$1,064.87	
Vendor Total:						\$3,008.51			
TEKVISIONS, INC.		24692	2/26/2013	3/5/2013			4300	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost			
1	1	Inv 90159	630 pin pads		\$986.20	\$986.20			
						Sales Tax:		\$0.00	
						P.O. Total:		\$986.20	
Vendor Total:						\$986.20			
FLEET SERVICES		24698	2/27/2013	3/13/2013			5600	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost			
1	1	1111	Diesl Pteclte Fltr Rtro fits-ECS Purfltr Plus		\$11,429.00	\$11,429.00			
1	1	1111	Freight		\$200.00	\$200.00			
1	1	1111	Misc. Exhaust components		\$200.00	\$200.00			
1	1	1111	Installation Labor		\$1,710.00	\$1,710.00			
						Sales Tax:		\$0.00	
						P.O. Total:		\$13,539.00	
FLEET SERVICES		24699	2/27/2013	3/13/2013			5600	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost			
1	1	1111	Diesl Pteclte Fltr Rtro fits-ECS Purfltr Plus		\$11,429.00	\$11,429.00			
1	1	1111	Freight		\$200.00	\$200.00			
1	1	1111	Misc. Exhaust components		\$200.00	\$200.00			
1	1	1111	Installation Labor		\$1,710.00	\$1,710.00			
						Sales Tax:		\$0.00	
						P.O. Total:		\$13,539.00	
Vendor Total:						\$27,078.00			
ANAHEIM RESTAURANT SUPPLIES		19264	2/1/2013	6/30/2013			5600	<input type="checkbox"/>	
Qty	Unit	Item No.	Description		Unit Cost	Extended Cost			
0	1	1111	Purchase of supplies.		\$0.01	\$0.00			
						Sales Tax:		\$0.00	
						P.O. Total:		\$0.00	

Purchase Orders - Detail

Anaheim School Dist/Food Services

3/19/2013 1:15:03 PM

Vendor Name	PO No.	P.O. Date	Date Needed	Revised Needed Date	Account No.	Use Vendor Numbers
Vendor Total:						\$0.00

Show all data where the Order Date is between 2/1/2013 and 2/28/2013

Instructional Materials Submitted for Display**March 28, 2013****March 29, 2013 - April 18, 2013**

Curriculum	Basic / Suppl	Course Name/ Number	GR	Title	Publisher
Science	Basic	Earth Science Course #5450	11-12	<i>Environmental Science, Earth as a Living Planet, 8th Edition</i>	Wiley

Instructional Materials Submitted for Adoption

March 28, 2013

March 13, 2013 - March 28, 2013

Curriculum	Basic / Suppl	Course Name/ Number	GR	Title	Publisher
Science	Suppl.	Earth Science Course #5270	9-12	<i>Earth-An Intimate History</i>	Vintage

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2012-2013**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
SYS-132	02-24-96	12	03-28-13	Rossier Park School	\$15,728.50
SYS-140	08-21-95	11	03-28-13	Rossier Park School	\$17,623.50
SYS-141	07-08-99	08	03-28-13	Heritage School	\$47,705.40
SYS-133	10-30-95	11	03-28-13	Cathedral Home for Children	\$144,744.00
SYS-139	01-20-00	07	03-28-13	Rossier Park School	\$18,381.50

*Includes transportation costs, if applicable.

Field Trip Report

Board of Trustees

March 28, 2013

1. Cypress High School–Boys Tennis (1 male student); Joseph Paul (male) adviser.

To: Ojai, CA
 Dates: April 24, 2013–April 27, 2013
 Purpose: Ojai Tennis Tournament
 Expenses: Parent/Student: Registration, meals, transportation, accommodations
 ASB/Club Fundraisers: Substitute

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. Katella High School–Cheer (15 female students); Brianna Barnes (female) adviser; Lou Illiano (male), Maria Flammer (female), chaperones.

To: Las Vegas, NV
 Dates: April 19, 2013–April 21, 2013
 Purpose: Las Vegas Cheer Nationals
 Expenses: Parent/Student: Registration, meals, transportation, accommodations

Number of school days missed for this trip: ½
 Number of school days missed previously: 0
 Total number of days missed by this group: ½
3. Kennedy High School–JROTC (30 students; 23 male, 7 female); LTC Marc Breslow (male) adviser; ISG Walter Shaw (male), CSM Robert Crebbs (male), Mary Parsons (female), Alice Breslow (female), chaperones.

To: Forest Lawn Scout Reservation
 Dates: June 17, 2013–June 21, 2013
 Purpose: Leadership Camp
 Expenses: Parent/Student: Registration
 Other (US Army): Meals, transportation, accommodations

Number of school days missed for this trip: 0
 Number of school days missed previously: 1
 Total number of days missed by this group: 1
4. Loara High School–Distributive Education Clubs of America (DECA); (3 female students); Millie Gorrie (female) adviser

To: Anaheim, CA
 Dates: April 24, 2013–April 27, 2013
 Purpose: International Career Development Conference
 Expenses: ASB/Club Fundraisers: Registration, accommodations, substitute
 Parent/Student: Registration, meals, transportation, accommodations

Number of school days missed for this trip: 2
 Number of school days missed previously: 2
 Total number of days missed by this group: 4

Field Trip Report

Board of Trustees

March 28, 2013

5. RATIFICATON: Savanna High School–Key Club (7 students; 2 male, 5 female); Niles Halankar (male) adviser; Robert Nakayama (male), Amber Hoffman (female), chaperones.

To: Anaheim, CA

Dates: March 22, 2013–March 24, 2013

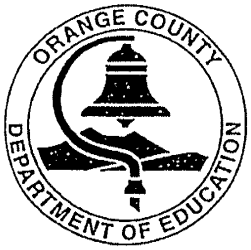
Purpose: Leadership Training

Expenses: Parent/Student: Registration, meals, transportation, accommodations
Title I: Substitute

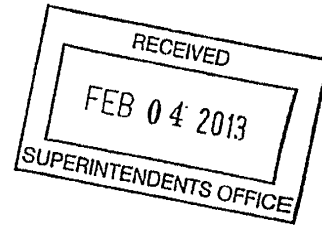
Number of school days missed for this trip: 1

Number of school days missed previously: 0

Total number of days missed by this group: 1



February 1, 2013



Elizabeth I. Novack, Ph.D.
Superintendent
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

Dear Dr. Novack:

I am pleased to provide the second quarter Williams Settlement Legislation report for fiscal year 2012-2013. This report represents activity conducted by the Orange County Department of Education (OCDE) during October, November, and December 2012. As required by Education Code section 1240(2)(H), this report is to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

In the second quarter, six reviews were conducted from October 2-19, 2012 at the following schools: Anaheim High, Ball Jr. High, Magnolia High, Savanna High, South Jr. High, and Sycamore Jr. High. The results of the reviews are attached.

AL MIJARES, Ph.D.
County Superintendent
of Schools

As required by the settlement, Anaheim Union High School District reported in October 2012, the status of Uniform Complaints received during the first quarter of fiscal year 2012-2013. For the period of July, August, and September 2012, no complaints were filed.

LYNN APRIL HARTLINE
Deputy Superintendent

In the third quarter of 2012-2013 (January, February, and March 2013), OCDE will begin the teacher assignment monitoring process. In February 2013, all schools in decile 1-3 and/or participating in the Quality Education Investment Act (QEIA) will be required to submit the School Accountability Report Card (SARC) for school year 2011-2012, published by February 1, 2013. An email request for the SARC and the source documentation used to complete it will be sent to the Williams district contact. As required by the Williams Settlement Legislation, OCDE will conduct a review to determine that the source documentation provided matches the information published in the SARC.

JOHN L. NELSON
Associate Superintendent

If you have any questions regarding the report, please contact Aracely Chastain, Project Manager, School and Community Services at (714) 966-4377 or achastain@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, I thank you and your staff for your diligent efforts to address the Williams Settlement Legislation requirements.

Sincerely,

Elin Chariton
Executive Director, School and Community Services Division

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

ELIZABETH PARKER

KEN L. WILLIAMS, D.O.

EC:sls

Enclosure

c: Al Mijares, Ph.D.



**Williams Settlement Legislation
 Anaheim Union High School District
 Second Quarter Site Review Report
 Fiscal Year 2012-2013**

Prepared by the Orange County Department of Education

This report summarizes the results of Williams site reviews at decile 1- 3 schools conducted from October 4-19, 2012.

FACILITIES

All schools were reviewed with respect to the safety, cleanliness, and adequacy of school facilities. Any deficiencies were reported to school administrators for remediation.

School Site	Review Date	Room/Area	Facility Conditions Identified
Anaheim High	October 19, 2012	Room 71	Multiple lights are out; the fire extinguisher is not mounted
Anaheim High	October 19, 2012	Cafeteria/Kitchen	Fire extinguisher is not mounted
Anaheim High	October 19, 2012	Room 33	There is a hole in the ceiling; fire extinguisher is not mounted
Anaheim High	October 19, 2012	Room 20	Television is not strapped down
Anaheim High	October 19, 2012	Room 118	Television is not strapped down
Ball Jr. High	October 4, 2012	Main water control	There is leaking water with a large pool of water collecting
Magnolia High	October 16, 2012	Behind Room 214	There is broken glass
Magnolia High	October 16, 2012	Behind Basketball Courts	There is broken glass
Magnolia High	October 16, 2012	Girl's PE	Fire extinguisher expired August 2012
Magnolia High	October 16, 2012	Gym	Asphalt has holes, cracks, and is eroded
Magnolia High	October 16, 2012	Courts	Asphalt is cracked, raised, and has holes
Savanna High	October 12, 2012	By Room 53	Asphalt eroded and is cracked
Savanna High	October 12, 2012	Girls Locker Room	Girl's restroom has no toilet paper in all stalls
Savanna High	October 12, 2012	Boys Locker Room	Boy's restroom faucet has no knob
Savanna High	October 12, 2012	Women's Restroom by Room 9	Faucet is inoperable
Savanna High	October 12, 2012	Library	Asphalt behind and around the library has large raised areas and cracks
Savanna High	October 12, 2012	Behind Rooms 14 and 11A	The area with benches has tree roots that have lifted up the concrete leaving large cracks and raised areas
South Jr. High	October 11, 2012		NONE




**Williams Settlement Legislation
Anaheim Union High School District
Second Quarter Site Review Report
Fiscal Year 2012-2013**

Prepared by the Orange County Department of Education

Anaheim Union High School District Continued

Sycamore Jr. High	October 16, 2012	Room 15	Fire extinguisher is not mounted
Sycamore Jr. High	October 16, 2012	Room 37	Fire extinguisher is not mounted
Sycamore Jr. High	October 16, 2012	Room 39	Fire extinguisher is not mounted
Sycamore Jr. High	October 16, 2012	Main Office Facility Room	Ceiling tiles are missing exposing the insulation
Sycamore Jr. High	October 16, 2012	Outside Room 25	Tree roots lifted the asphalt causing raised and cracked areas
Sycamore Jr. High	October 16, 2012	Girl's Locker A	Fire extinguisher expired August 2012
Sycamore Jr. High	October 16, 2012	Girl's Locker B	Fire extinguisher is missing
Sycamore Jr. High	October 16, 2012	Outside Boy's Locker Room A by Courts	Asphalt is raised and cracked

Respectfully submitted,


 Ellin Chariton
 Executive Director, School and Community Services

1/30/13
 Date

AGREEMENT TO REFER STUDENTS

This AGREEMENT is hereby entered into between the _____ SCHOOL DISTRICT, hereinafter referred to as "DISTRICT," and The Orange County Superintendent of Schools, hereinafter referred to as "CONTRACTOR."

WHEREAS, CONTRACTOR offers programs appropriate for District students;

WHEREAS, DISTRICT has reduced or eliminated certain school programs as a result of budgetary concerns and DISTRICT students are in need of such services;

WHEREAS, DISTRICT desires to refer students to CONTRACTOR during each school year;

WHEREAS, Education Code Section 1294.5 allows CONTRACTOR to hire temporary certificated employees to provide services to students referred pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Referrals by DISTRICT. DISTRICT agrees to refer such students to CONTRACTOR during the term of this Agreement as are deemed to be likely to benefit from CONTRACTOR'S programs.

2. Services to be provided by CONTRACTOR. CONTRACTOR will provide services to DISTRICT students who are eligible for and enroll in CONTRACTOR'S programs during the term of this Agreement.

3. Term. The Term of this Agreement is from 6-24-13 to 8-16-13

4. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.

5. Termination. Either party may terminate this Agreement with or without cause on thirty (30) days' written notice to the other party.

6. Entire Agreement/Amendment. This AGREEMENT constitutes the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

7. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Anaheim Union High
School District

CONTRACTOR:
Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628

Attn: Russell Lee-Sung
Assistant Superintendent
Human Resources

Attn: Renee Hendrick
Assistant Superintendent
Administrative Services

9. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

10. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

11. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 28th DAY OF March, 2013.

Anaheim Union High School District

Orange County Superintendent of Schools

By: _____

By: _____

Russell Lee-Sung

Typed Name

Assistant Superintendent,
Human Resources

Title

Typed Name

Title

Human Resources Division, Certificated Personnel

Board of Trustees
March 28, 2013

Page 2 of 3

4. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Anderson, Kelly	2/8/13	Huynh, Terry	3/8/13
Bugarin, Cristina	3/8/13	Hyde, Jeff	3/4/13
Bugarin, Harold	3/8/13	Khuon, Marina	3/14/13
Funa, Lavinia	3/7/13	Lemon, Jessica	3/8/13
Griego, Roman	3/14/13	Torres-Velez, Maria	3/5/13
Heredia-Alvarez, Marcelina	3/7/13	Young, Cynthia	2/28/13

5. Extra Service Specialists, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
McKown-Hernandez, Katherine Soccer, Girls, Frosh/Soph	\$2,339	Season	11/19/12
<u>Cypress</u>			
Pham, Hai Badminton, Head JV/Varsity	\$2,766	Season	2/23/13
<u>Katella</u>			
Hernandez, James Baseball, Freshman	\$2,596	Season	2/23/13
Martinez, Juan Carlos Soccer, Boys, Varsity	\$2,596	Season	11/19/12
Pinto, Martha Track & Field, Girls, Asst. Frosh/Soph/JV	\$2,339	Season	2/23/13
<u>Kennedy</u>			
Bixby, Billie Volleyball, Asst. Frosh/Soph	\$2,339	Season	2/23/13
Clark, Sean Track, Girls, Head Varsity	\$3,249	Season	2/23/13
Clark, Steven Baseball, JV	\$2,596	Season	2/23/13
Datin, Kimberly Swimming, Girls, Asst. Frosh/Soph/JV	\$2,339	Season	2/23/13
Johnson, Kris Track, Boys, Head Varsity	\$3,249	Season	2/23/13
Saiki, Kyle Badminton, Asst. Frosh/Soph/JV	\$2,339	Season	2/23/13

Human Resources Division, Certificated Personnel

Board of Trustees
March 28, 2013

Page 3 of 3

Tran, Derek Swimming, Boys, Asst. Frosh/Soph	\$2,339	Season	2/23/13
<u>Oxford</u>			
De Leon, Erick Basketball, Girls, 8th grade	\$1,923	3rd Quarter	1/28/13
Polk, Randolph Track, Girls, Varsity	\$3,249	Season	2/23/13
Washa, Doug Soccer, Boys, 7th grade	\$1,923	3rd Quarter	1/28/13
<u>Savanna</u>			
Anderson, Larry Golf, Head Varsity	\$2,339	Season	2/23/13
Avila, Elizabeth Track, Girls, Head Varsity	\$3,249	Season	2/23/13
Hanson, Eric Tennis, Head JV & Varsity	\$2,879	Season	2/23/13
Houghtling, Sam Swimming, Girls, Head Varsity	\$2,596	Season	2/23/13
Lee, Grant Swimming, Boys, Asst. Frosh/Soph	\$2,339	Season	2/23/13
Strong, Sarah Softball, Freshman	\$2,596	Season	2/23/13

Human Resources Division, Classified Personnel

Board of Trustees
March 28, 2013

1. Retirements/Resignations/Terminations, effective as noted:

Budovec, Marilyn, Food Service Supervisor, 06/16/13, retirement

Gutierrez, Imelda R., Food Service Assistant I, 03/13/12

Tang, Catherine, Instructional Assistant-Special Ability, 04/08/13

Witham, Frank, Substitute Food Service Assistant I, 03/05/13

2. Leaves of Absences:

Fox, Inez, for health reasons, without pay and without benefits from 3/11/13, through the end of the working day on 6/11/13.

Fragoza, Veronica, for child bonding/care, without pay and with benefits from 3/11/13, through the end of the working day on 5/10/13.

3. Employment and Promotions, effective as noted:	<u>Range/Step</u>	<u>Effective</u>
Cadwallader Jr., Patrick M. Instructional Assistant-Behavior Support, Hope School	51/01	03/11/2013
Cervantes, Melissa Food Service Assistant I, Orangeview Junior High School	41/01	03/15/2013
Dubon, Karen C. Substitute Food Service Assistant I, Various	41/01	03/07/2013
Esparza, Danielle D. Substitute Instructional Assistant-Adult Transition, Behavior Support, Deaf Hard and Hearing, Special Abilities, Visually Impaired, Various	51/01	03/11/2013
Filipek, Alysse C. Avid Tutor II, South Junior High School	04/01	03/14/2013
Franco, Jesse F. Instructional Assistant-Deaf Hard of Hearing or Visually Impaired	51/01	03/04/2013
Hordyk, Mark C. Instructional Assistant-Behavior Support, Hope School	51/01	02/26/2013
Lopez, Bianca Substitute Office Assistant, Various	43/01	03/18/2013
Montiso, Monica Substitute Office Assistant, Various	43/01	03/18/2013

Human Resources Division, Classified Personnel

Board of Trustees
March 28, 2013

Page 2 of 2

Richardson, Cynthia A. Substitute Instructional Assistant-Adult Transition, Behavior Support, Deaf Hard and Hearing, Special Abilities, Visually Impaired, Various	51/01	03/25/2013
Substitute Instructional Assistant-Specialized Academic Instruction, Various	43/01	03/25/2013
Rosas, Anna B. Substitute Office Assistant, Various	43/01	03/19/2013
Sanchez, Dennise J. Instructional Assistant-Deaf Hard of Hearing or Visually Impaired, Katella	51/01	03/18/2013
Sandoval, J Jesus Substitute Campus Safety Aide, Various	41/08	03/18/2013
Tanner, Stacy Instructional Assistant-Behavior Support	51/01	02/21/2013
Vargas-Hernandez, Jose J. Campus Safety Aide, Gilbert High School	41/05	03/11/2013

4. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

	<u>Effective</u>
Carrillo, Richard	03/11/2013
Espinoza, Luis	03/15/2013
Estrada, Judith	03/11/2013
Guzman, Jorge	03/15/2013
Higoshi, Collin A.	03/08/2013
Laris, Jose A.	03/11/2013
Lewis, Dalton R.	03/05/2013
Loudenback, Molley J.	03/18/2013
Man, Richie M.	03/05/2013
Mas, Jantzen C.	03/11/2013
Miranda, Jonathan L.	03/08/2013
Mora, Jose M.	03/13/2013
Morillon Jr., Alejandro	03/13/2013
Padilla, Christian	03/13/2013
Reuss, Steven R.	03/11/2013
Ritchie, Diego J.	03/08/2013
Roberts, Chandler T.	03/11/2013
Robertson, Brandon	03/13/2013
Sanchez, Joshua L.	03/13/2013
Velasquez, Erick	

5. **Student Worker, \$8.00 hr.:**

Aguayo, Maria D.
Bailon, Mariana P.
Ramirez, Jesus A.
Raygoza, Jaime
Rodriguez, Erica G.

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES**Minutes****Thursday, February 21, 2013**

UNADOPTED**1. CALL TO ORDER—ROLL CALL**

President Brian O'Neal called the meeting of the Anaheim Union High School District Board of Trustees to order at 3:31 p.m.

Present: Brian O'Neal, president; Annemarie Randle-Trejo, clerk; Anna L. Piercy, assistant clerk; Katherine H. Smith and Al Jabbar, members; Elizabeth I. Novack, superintendent; Dianne Poore, Russell Lee-Sung, and Paul Sevillano, assistant superintendents; and Jeff Riel, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- On item 12.2, Board of Trustees' Proposed Meeting Date Change, include request to formally change the Board of Trustees' meeting date of June 20, 2013, to June 18, 2013
- On item 13.1, Agreement Amendment, Knowland Construction Services, change staff recommendation from a cost not to exceed \$500,000, to a cost not to exceed \$350,000
- On item 13.2, E-Rate 16, under Background Information, change date from October 11, 2013, to October 11, 2012
- On Exhibit Z, Transportation Agreement, change the days from 123 to 161 and the amount from \$682.65 to \$893.55
- On Exhibit BB, Transportation Agreement, change date of January 7, 2012, to January 7, 2013
- On Exhibit GG, Certificated Personnel Report, remove Vatcharasumphun, Siriporn from page 5 of 5

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the agenda as amended.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:35 p.m.

5. **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED**

5.1 **Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:01 p.m.

5.2 **Pledge of Allegiance and Moment of Silence**

Student Representative to the Board of Trustees Ms. Primala Parmar led the Pledge of Allegiance to the Flag of the United States of America and provided the moment of silence.

5.3 **Closed Session Report**

Board Clerk Annemarie Randle-Trejo reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding negotiations.

5.3.2 No reportable action taken regarding personnel.

5.3.3 The Board of Trustees took formal action to approve the discipline agreement with public employee, HR-2012-13-04.

5.3.4 The Board of Trustees took formal action to approve the expulsion of the following students:

1. 12-50 under Education Code 48900(b), 48900(c), 48915(a)(2), 48915(b)(2)
2. 12-52 under Education Code 48900(b), 48915(a)(2), 48915(b)(1), 48915(b)(2)

6. **INTRODUCTION OF GUESTS**

Board of Trustees' President Brian O'Neal introduced Assemblywoman Sharon Quirk-Silva; Barbara Dressel, ASTA; Joanne Fawley, ASTA; Sharon Yager, CSEA; Lisa Rockwell, APGA; Espiridion (Speed) Castillo and Chuck Darrington, personnel commissioners; Jose Moreno, Anaheim City School District; Stephen Blount, Cypress School District; and Mike Matsuda, North Orange County Community College District.

7. **OATH OF OFFICE**

The ceremonial oath of office was administered to newly appointed Trustee Al Jabbar by Assemblymember Sharon Quirk-Silva. The official oath of office was administered to Trustee Al Jabbar on February 1, 2013.

President O'Neal called for a short recess at 6:12 p.m.; he reconvened the meeting at 6:23 p.m.

8. **BOARD OF TRUSTEES' RECOGNITION**

8.1 **Spelling Bee/Oral Interpretation Winners**

The Board of Trustees recognized the following students for their outstanding accomplishments as winners of Words Out Loud, the District's spelling bee and oral interpretation competition. The following students were recognized:

7th Grade Spelling Bee

1 st Place	Shanni Lam	Brookhurst Junior High School
2 nd Place	Samantha Yao	Oxford Academy

8th Grade Spelling Bee

1 st Place	Germaine Baltazar	Dale Junior High School
2 nd Place	Andy Ho	Orangeview Junior High School

Junior High Oral Interpretation

1 st Place	Brendan Pyper	Orangeview Junior High School
2 nd Place	Carolina Mendez	Brookhurst Junior High School

Senior High Oral Interpretation

1 st Place	Matt Argame	Loara High School
2 nd Place	Brendon Moore	Western High School

8.2 **Kindness Matters Awards**

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees honored the following individuals:

Shaquille Alapati	Student, 8 th grade	Sycamore Junior High School
Eduardo Arenazas	Student, 10 th grade	Magnolia High School
Sandra Blumberg	Health Technician I	Brookhurst Junior High School
Rose Chen	ASB Technician	Cypress High School
Clifton Ellens	Campus Safety Aide	Western High School
Miguel Flores	Store Director	Jax Markets
Elizabeth Gardea	Student, 8 th grade	Sycamore Junior High School
Ken Kanouse	Teacher-Science and AVID	Brookhurst Junior High School
Kathy Lewis	Teacher-Special Education	Cypress High School
Maria Macedo	Student, 12 th grade	Magnolia High School
Tom Mazza	Head Custodian	Lexington Junior High School
Natalie Morris	Student, 10 th grade	Cypress High School
Judy Mugica	Substitute Instructional Aide	Walker Junior High School
Anthony Munoz	Student, 12 th grade	Cypress High School
Taylah Padilla	Student, 12 th grade	Loara High School
Angela Reed	Teacher-Math	Sycamore Junior High School
Paul Schiada	Teacher-Math	Magnolia High School
Jamie Senecal	Teacher-Reading and Science	Gilbert High School
Dagmawi Tewodros	Student, 7 th grade	Oxford Academy
James Urquidez	Teacher-Social Science	Dale Junior High School

President O'Neal called for a short recess at 6:48 p.m.; he reconvened the meeting at 6:57 p.m.

9. REPORTS

9.1 **Principals' Report**

Mr. Carlos Hernandez, South Junior High School principal, and Mr. Luis Lopez, Katella High School principal, presented information regarding 21st Century learning as augmented by our Career Technical Education pathways.

9.2 **Anaheim Secondary Council Parent Teacher Association (ASCPTA) Report**

There was no report at this meeting.

9.3 **Student Representative's Report**

Ms. Primala Parmar, student representative to the Board of Trustees, welcomed new Board member Al Jabbar and reported on school activities throughout the District.

9.4 **Reports of Associations**

9.4.1 Joanne Fawley, ASTA president, welcomed Al Jabbar to the Board.

9.4.2 Sharon Yager, CSEA president, welcomed Al Jabbar to the Board. She reported that there was an increase in CSEA site representatives. She also stated there is a committee working to bring the Clothes Closet "back to life."

9.4.3 Lisa Rockwell, APGA co-president, welcomed Al Jabbar to the Board and reported on National School Counseling Week, as well as highlighted events occurring at school sites throughout the District.

9.5 **District Highlights**

Public Information Officer Ms. Pat Karlak presented highlights of events throughout the District.

10. PRESENTATION

Personnel Commission Annual Report

Background Information:

The Personnel Commission provides human resources services to the District in a variety of areas including: classification, compensation, recruitment and selection, hiring, leave of absence, maintenance of personnel files, employee relations, training and development, appeal hearings and District employee recognition events. The Personnel Commission staff works closely with school sites, District departments, and outside resources to provide exemplary service to the Anaheim Union High School District community. The Personnel Commission annual report is prepared for the commission and covers the commission activities for the preceding year. The report is approved by the commission in November and then submitted to the Board of Trustees.

Current Consideration:

Dr. Wintering, executive director of Human Resources, classified personnel, presented the 2011-12 Personnel Commission Annual Report. The annual report is a comprehensive view of the services the Personnel Commission provides to District employees and the leadership team, which contribute to the overall success of the schools, employees, and student performance at District schools.

Budget Implication:

There is no impact to the budget.

Action:

Following a presentation by Dr. Wintering, the Board of Trustees officially received the annual report.

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

- 11.1 Ms. Autumn Browne spoke regarding the Honor Theater and Dance Festival. She invited the Board to this event on March 2, 2013. Additionally, she welcomed new Board member Mr. Al Jabbar.
- 11.2 Mr. Amin David welcomed Mr. Al Jabbar and shared his advice for Mr. Jabbar.
- 11.3 Mr. Arturo Montez congratulated Mr. Al Jabbar and welcomed him to public service. Additionally, he discussed District elections.
- 11.4 Mr. Jose Moreno welcomed Mr. Al Jabbar and thanked the Board for the Sycamore Junior High School Jazz Band Dedication. Additionally, he congratulated the District for their Seal of Biliiteracy honor.

12. **ITEMS OF BUSINESS**

SUPERINTENDENT'S OFFICE

12.1 **Board of Trustees' Appointments to Committees**

Background Information:

During the Board of Trustees' annual organizational meeting, committee assignments for the ensuing year are discussed and assigned as approved. At the December 13, 2013, Board of Trustees' meeting, committee assignments were approved with the understanding that the assignments would be revised at a later Board of Trustees' meeting, given the Board of Trustees would be making a provisional appointment to fill the seat of Mr. Jordan Brandman, who resigned December 7, 2012, due to his election to the Anaheim City Council.

Current Consideration:

At the Board of Trustees' special meeting on January 31, 2013, the Board appointed Mr. Al Jabbar as their provisional appointment to the Board of Trustees. Consequently, the Board of Trustees will review and participate in a brief discussion on committee appointments to re-distribute the responsibilities among the five (5) member Board.

Budget Implication:

None

Action:

The Board of Trustees reviewed the various committees, as listed on the exhibit, and reached a consensus on which Trustee will participate on the various committees and approved the appointments to all committees by the following vote:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved committee assignments.

12.2 **Board of Trustees' Proposed Meeting Date Change**

Background Information:

At its annual organizational meeting on December 13, 2012, the Board of Trustees approved the meeting dates for 2013 as presented.

Current Consideration:

Staff has determined that the prior approved September 5, 2013, Board of Trustees' meeting is the same date as the Jewish holiday Rosh Hashana. The District makes every effort not to schedule District events that conflict with our communities' religious holidays.

Budget Implication:

None

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees formally changed the Board of Trustees' meeting date of September 5, 2013, to September 3, 2013, and the meeting date of June 20, 2013, to June 18, 2013.

BUSINESS SERVICES DIVISION

12.3 **Agreement for Legal Services, Emmer & Graeber**

Background Information:

Since health and welfare insurance and retiree benefit issues have become a very complex, multi-faceted, and complicated arena, issues are arising more frequently. Recent legislation continues to provide growth opportunities for staff, as well as the District.

Current Consideration:

Historically, the District has provided quality service in the area of health benefit issues and has an interest in continuing in this fashion. To that end, The District requires professional assistance from a legal consultant specializing in health and welfare insurance programs and retiree benefits.

Budget Implication:

Cost for services rendered to review and advise the District on specific and general health and welfare and retiree benefit matters will not exceed a cost of \$5,000. (General Funds)

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Emmer & Graeber, at a cost not to exceed \$5,000.

12.4 **Ratification of Agreement, MVE Institutional, Inc.**

Background Information:

The District is considering building an aquatic center using donated funds at Anaheim High School to replace the obsolete swimming pool currently present on campus. The swimming pool and its ancillary grandstands are in a state of disrepair and the equipment is in poor working order.

Current Consideration:

The architectural firm MVE Institutional, Inc. (MVEI) is willing to provide conceptual design services for the District on a pro bono basis at this time for the production of renderings that will serve as fundraising tools for the Bring Back the Splash ad hoc committee.

Budget Implication:
None at this time.

Once the project is successfully funded and the District proceeds to build the aquatic center, if MVEI is retained for architectural and engineering (A & E) services, compensation for conceptual design services will be incorporated in the overall agreement for A & E services. If the District wishes not to contract with MVEI in favor of an alternate architectural firm, MVEI will be compensated \$5,000 for the conceptual design services rendered. (District Funds raised through the Bring Back the Splash Committee).

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement with MVE Institutional, Inc. for conceptual design services.

EDUCATIONAL SERVICES DIVISION

12.5 Common Core State Standards Implementation Plan

Background Information:

Common Core State Standards have been voluntarily adopted by 46 states as a shared benchmark defining college and career readiness in English language arts and mathematics. These rigorous standards articulate high expectations for students and will drive a new era of curriculum, teaching pedagogy, and assessments in California and nation-wide. Full implementation is expected in the 2014-2015 school year.

Current Consideration:

Assistant Superintendent, Educational Services, Dr. Paul Sevillano presented the District's implementation plan for the Common Core State Standards. The presentation included a four (4) year District plan that outlines the changes to curriculum, instruction, assessment, professional development, and communication.

Budget Implication:

The fiscal impact for full implementation of the Common Core State Standards is unknown. Funding will include Common Core professional development for certificated staff, instructional materials purchases for students, and additional technology infrastructure improvements for school sites.

Action:

Following a lengthy discussion, The Board of Trustees received the information as presented by Assistant Superintendent, Educational Services, Dr. Paul Sevillano.

12.6 New Policy, Free Schools Guarantee, Board Policy 8402, First Reading

Background Information:

In 2010, the American Civil Liberties Union (ACLU) filed a lawsuit against the state of California alleging a failure to enforce the free schools guarantee outlined in Article IX Section 5 of the California constitution. Through the legislative process, the state addressed the concerns raised in the lawsuit through passage of Assembly Bill 1575, which was signed by the governor on September 29, 2012, and became effective on January 1, 2013.

Current Consideration:

The free schools guarantee is now codified in Education Code Sections 49011 through 49013. As part of the legislation, school boards are required to create a board policy by March 1, 2013, addressing the free schools guarantee.

Budget Implication:

Data will be collected to determine the financial impact of this new Board policy.

Action:

The Board of Trustees reviewed the first reading of new Board Policy 8402, Free Schools Guarantee.

12.7 **Resolution No. 2012/13-E-05, National African American History Month**

Background Information:

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

Current Consideration:

A resolution honoring National African American History Month provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development.

Budget Implication:

There is no cost to the District.

Action:

On the motion of Mrs. Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2012/13-E-05, National African American History Month. The roll call vote follows:

Ayes: Trustees Jabbar, Smith, Piercy, Randle-Trejo, and O'Neal

12.8 **Resolution No. 2012/13-E-06, National Parent/Teacher Association Founders Day**

Background Information:

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

Current Consideration:

A resolution honoring National Parent/Teacher Association Founders Day provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support parent involvement and working on behalf of all children and families.

Budget Implication:

There is no cost to the District.

Action:

On the motion of Mrs. Smith and duly seconded, the Board of Trustees adopted Resolution No. 2012/13-E-06, National Parent/Teacher Association Founders Day. The roll call vote follows.

Ayes: Trustees Jabbar, Smith, Piercy, Randle-Trejo, and O'Neal

12.9 **Resolution No. 2012/13-E-07, Read Across America 2013**

Background Information:

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

Current Consideration:

A resolution honoring Read Across America 2013 provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support community involvement in the education of our youth.

Budget Implication:

There is no cost to the District.

Action:

On the motion of Mrs. Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2012/13-E-06, National Parent/Teacher Association Founders Day. The roll call vote follows.

Ayes: Trustees Jabbar, Smith, Piercy, Randle-Trejo, and O'Neal

12.10 **Ratification, Agreement, Orange County Department of Education, School Climate Surveys Research Pilot Project, Sycamore and Dale Junior High Schools**

Background Information:

The School Climate Survey Research Pilot Project is part of the Superintendent's Institute for Leadership, Learning Support, and Instructional Services Programs, as required by the Regional Student Mental Health Initiative (CCSESA) Grant administered through the Orange County Department of Education.

Current Consideration:

Dale and Sycamore junior high schools agree to participate in the School Climate Survey Research Pilot Project during the 2012-13 school year. The computer-based School Climate Survey will be administered to Dale and Sycamore junior high school students and staff by the Orange County Department of Education (OCDE). OCDE researchers, Dr. Lucy Vezzuto and Mrs. Sharon Bi, will support and consult on the survey administration.

Budget Implication:

The Orange County Department of Education will provide a \$1,500 stipend to Dale Junior High School for their participation in the survey for the second year. Sycamore Junior High School is a first-year participant in the survey and does not qualify for the stipend.

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement with Orange County Department of Education. Services will be provided November 1, 2012, through June 30, 2013.

12.11 **Agreement, North Orange County Community College District, English Classes for Adults, South Junior High**

Background Information:

The School of Continuing Education at North Orange County Community College District (NOCCCD) offers English classes for adults. The purpose is to support the community in building capacity in the English language in order for parents to more effectively support learning at home.

Current Consideration:

NOCCCD will provide staff and resources to conduct adult English classes to parents. Classes will be held at South Junior High School, four (4) times per week, from 6:00 p.m. to 9:30 p.m.

Budget Implication:

Services will be provided at no cost to the District.

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement with NOCCCD.

12.12 **Agreement, Royer Studios, Animated Public Service Announcements Program**

Background Information:

Royer Studios provides students with the opportunity to create animated public-service announcements (PSAs), which contribute to meaningful media messages promoting Tobacco Use Prevention Education (TUPE).

Current Consideration:

Royer Studios will provide a five (5) lesson curriculum to Orangeview Junior High School and Cypress, Magnolia, and Savanna high schools. The curriculum will include a professional animation facilitator in the classroom that will work with teams of six (6) to eight (8) participants, for a total of 36 students per class. The groups will produce and voice-over one (1) short animated public-service announcement per team. Royer Studios supplies all art and animation materials, as well as all video and computer equipment required to complete the project. The schools will each receive five (5) DVD copies of the completed PSAs, and the films will be made available to be uploaded on the school/District website as desired.

Budget Implication:

Costs for these services are not to exceed \$19,900. (TUPE Funds)

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement with Royer Studios, February 22, 2013, through June 13, 2013.

12.13 **Ratification of Agreement, Inside the Outdoors, Environmental Education Program**

Background Information:

The Tobacco Use Prevention Education (TUPE) grant in which all District schools, with the exception of Hope School, are participating, promotes youth development activities. Inside the Outdoors is a unique, hands-on environmental education program, administered by the Orange County Department of Education (OCDE), that meets that description. Students take an active role in learning about the effects of tobacco use on the environment and

voluntarily engage in beach and/or park clean-up activities. The program is presented by certified OCDE instructors and supervised by District staff members.

Current Consideration:

The curriculum created for Inside the Outdoors programs is aligned with California science and social science standards and allows students to interact with these concepts in a real-world setting. Students are engaged in hands-on activities to study plant and animal adaptations and characteristics of local ecosystems. In addition, the experience qualifies as a youth development activity for the purposes of complying with the current TUPE grant. Anaheim, Cypress, Western, Kennedy, Magnolia, Gilbert, and Savanna high schools and Orangeview, Ball, and Dale junior high schools have all expressed an interest in the aforementioned program and resources are sufficient to fund their respective participation. If additional schools have an interest in the environmental education program, consideration will be provided given the budgeted amount as indicated.

Budget Implication:

There is a flat fee of \$14.25 per student paid to the OCDE. In addition, the cost of District transportation is incurred by the participating group. TUPE grant funds have been budgeted to allow the aforementioned schools to participate, at a cost not to exceed \$10,000 (TUPE Funds). Consideration will be given to additional schools as funding allows.

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the agreement with Inside the Outdoors, September 1, 2012, through August 31, 2013.

12.14 **School Sponsored Student Organizations, Anaheim High School and Orangeview Junior High School**

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 schools have submitted school sponsored student organization applications:

12.14.1 Students Offering Support, Anaheim High School

12.14.2 OV Book Club, Orangeview Junior High School

Budget Implication:

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

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school sponsored organization applications.

HUMAN RESOURCES DIVISION

12.15 **Proposed Student/Teacher Calendar, 2014-15**

Background Information:

Historically, the District has implemented a student/teacher calendar that is "traditional" in nature. While the AUHSD community has become very familiar with the traditional calendar, stakeholder interest became evident last year with a request to pursue a revised student/teacher calendar.

Current Consideration:

The District conducted a survey to identify the benefits and challenges associated with a change to the student/teacher calendar from its current start, at the end of August, to an earlier start in mid/early August. The District sought input from stakeholders regarding this change to the student/teacher calendar beginning with the 2014 year. The District surveyed students, parents, staff, administrators, and community members. As part of the survey, an information sheet provided potential benefits and issues associated with this type of change to take under consideration.

Budget Implication:

There is no impact to the budget.

Action:

Following a lengthy discussion, the Board of Trustees received the presentation.

Trustee Smith exited the meeting at 9:44 p.m. and returned at 9:47 p.m.

12.16 **Resolution, Week of the School Administrator**

Background Information:

Per Education Code Section 44015.1, the state of California observes the importance of educational leadership at the school, school district, and county levels. The first full week in the month of March of each year is designated as "Week of the School Administrator."

Current Consideration:

The resolution, as prepared and presented, declares the week of March 3, 2013, through March 9, 2013, as Week of the School Administrator throughout the Anaheim Union High School District. Schools, school districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Mrs. Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2012/13-HR-08, Week of the School Administrator. The roll call vote follows:

Ayes: Trustees Jabbar, Smith, Piercy, Randle-Trejo, and O'Neal

12.17 **Agreement, National University**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for National

University social work interns to provide supervised support services to District students and staff.

Current Consideration:

University interns will have the opportunity to develop skills in assessment, intervention, and prevention to improve students' academic performance by addressing the areas of mental health and emotional health through evidenced-based treatment models and practices. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective February 21, 2013, through February 20, 2016. University interns will report to the District intern service specialist, or school site administrator to meet the university's field instruction and participation requirements. All interns are supervised by the intern services specialist.

Budget Implication:

The services provided are at no cost to the District.

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement with National University, February 21, 2013, through February 20, 2016.

12.18 **New Policy, Professional Attire, Board Policy 6317.25, First Reading**

Background Information:

The professionalism of the Anaheim Union High School District is reflected in the employees' appearance and the professional image portrayed. A professional image is important and requires District employees to maintain standards of dress and appearance appropriate to both the organization and their individual position, as well as their responsibilities. Dress, grooming, personal cleanliness, and professional behavior contribute to the professional image and positive learning environment the District strives to present for our students, parents, and visitors.

Current Consideration:

The Anaheim Union High School District is a professional organization. Our students, parents, and community form impressions of our professional credibility based on the appearance of our schools, facilities, and employees. Professional dress and grooming of our employees contributes to a productive learning environment, models positive behavior for our students, demonstrates a high regard for education, as well as presents an image consistent with the public trust given to our employees in educating our students.

Budget Implication:

There is no implication to the budget.

Action:

The Board of Trustees reviewed the first reading of new Board Policy 6317.25 regarding professional attire.

13. **CONSENT CALENDAR**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees approved all consent calendar items with the exception of item 13.4 pulled by Mrs. Piercy, item 13.17 pulled by Mrs. Randle-Trejo, and item 13.1 pulled by Mr. Jabbar.

BUSINESS SERVICES DIVISION

13.1 **Agreement Amendment, Knowland Construction Services**

Background Information:

Knowland Construction Services has been providing Division of the State Architect (DSA) Inspector of Record services for the District. These services are necessary for public works construction. The Board of Trustees approved the original agreement with Knowland Construction Services on April 19, 2012. The term of this agreement is from April 20, 2012, to April 20, 2013, in an amount not to exceed \$170,000.

Current Consideration:

The District has an interest in the continuance of inspection services for two (2) additional years as required for essential projects planned over the next few years and to finish up old projects. Knowland Construction Services would also be retained to closeout old DSA projects, including legacy projects, as required by the DSA. This firm has prior knowledge of the District’s facilities projects and standard procedures.

Budget Implication:

This agreement amendment will not exceed a cost of \$350,000 for services through April 20, 2015. The actual amount expended will vary depending on the type, duration, and complexity of the projects and seasonal work load. This estimation is based on an increased work load. Staff does not anticipate expending the funds in their entirety over the next few years. (Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Action:

On the motion of Mrs. Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement amendment with Knowland Construction Services, at a cost not to exceed \$350,000 for services through April 20, 2015.

13.2 **E-Rate 16**

Background Information:

The Schools and Libraries Program of the Universal Service Fund, commonly known as E-Rate, is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC) and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunication services, equipment, software, and internet access. At the October 11, 2012, meeting of the Board of Trustees, the process to utilize competitive request for proposals (RFP) was approved and staff proceeded with the bidding process.

Current Consideration:

As a result of the bidding process, there are three (3) requests for proposals that would be awarded to the lowest responsible and responsive bidders and one (1) request for proposal that would be rejected as follows:

Award of Bids

<u>Bid</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
#2013-05	Telecommunications and Related Services District-wide	AT&T Corporation	*\$278,932/Year **Up to 5 years
#2013-06	Internet Services District-wide	Time Warner Cable, LLC	*\$304,619/Year **2 up to 5 Years

#2013-08	Network Equipment	Sehi Computer Products, Inc.	\$1,107,030
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*Amounts are estimates and based on actual usage may be higher or lower
 **Performance and pricing will be reviewed annually by staff to determine the most cost effective solution for the District.

Reject All Bids

#2013-07 Learning Management System (LMS) and Content Management System (CMS)

Budget Implication:

#2013-05	E-Rate: \$139,466	CTF**:	\$64,613	General Funds:	\$74,853
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#2013-06	E-Rate: \$231,511	CTF**:	\$36,554	General Funds:	\$36,554
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#2013-08	E-Rate: \$996,327			General Funds:	\$110,703
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** California Teleconnect Fund

Action:

The Board of Trustees awarded Bid #2013-05, #2013-06, and #2013-08, as listed, for a period of up to five (5) years. The bids will be reviewed at the end of each year and will be approved, or terminated, by the assistant superintendent of Business Services, or her designee. Additionally, the Board of Trustees rejected all bids submitted under Bid #2013-07.

13.3 **Ratification of Change Orders**

Bid #2012-18, Western High School Tennis and Basketball Courts (RDA Funds and Developer Fees) Big Ben, Inc.	P.O. #G64A0031
Original Contract	\$1,235,000
Change Order #1	\$0
New Contract Value	\$1,235,000

The Board previously approved the filing of the notice of completion for this project on December 6, 2012.

Action:

The Board of Trustees ratified the change orders as listed.

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

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, following discussion, 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, and authorized proper disposal in accordance with Education Code Section 60510 et al.

13.5 **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, and authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

13.6 **Donations**

Action:

The Board of Trustees accepted the donations as listed.

13.7 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the check register/warrants report, November 27, 2012, through January 14, 2013. The item was previously approved at the January 24, 2013, Board of Trustees' meeting; however, the item has been updated to reflect the appropriate end date of January 14, 2013, instead of 2014.

13.8 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the check register/warrants report, January 15, 2013, through February 11, 2013.

13.9 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the Purchase Order Detail Report, January 15, 2013, through February 11, 2013.

EDUCATIONAL SERVICES DIVISION

13.10 **Educational Consulting Agreement, Disciplina Positiva**

Background Information:

Disciplina Positiva is a parent education program designed to promote the development of positive communication between parents and their adolescent children, as well as to facilitate a connection between the family, community, and school. During 2011-12, South Junior High School, Western High School, and the Parent Involvement/McKinney-Vento offices at the District piloted the program, which was well received by parent participants. Classes were tailored to the specific needs of the schools and included criteria for effective home discipline, ways to maximize the potential of adolescents, and to understand adolescent behavior.

Current Consideration:

For the 2012-13 year, Disciplina Positiva will provide a comprehensive six (6) session training program for selected District parents through a referral process. Workshops will be taught in Spanish and in English by experienced bilingual facilitators.

Budget Implication:

The costs for these services are not to exceed \$12,000. (OCDE TUPE Funds)

Action:

The Board of Trustees approved the educational consulting agreement with Disciplina Positiva. Services will be provided February 22, 2013, through June 13, 2013.

13.11 **Ratification of Transportation Agreement, Savanna High School**

Background Information:

Students with special needs require transportation services to and from school as part of their special education program. The Education Code permits districts to reimburse parents for transporting their student to and from school if it is necessary.

Current Consideration:

The District has agreed to reimburse the parents of this student for transportation costs to Savanna High School.

Budget Implication:

The costs for these services are not to exceed \$893.55. (Special Education Funds)

Action:

The Board of Trustees ratified the transportation agreement. Services are being provided September 24, 2012, through June 13, 2013.

13.12 **Ratification of Transportation Agreement, Speech and Language Development Center**

Background Information:

Students with special needs require transportation services to and from school as part of their special education program. The Education Code permits districts to reimburse parents for transporting their student to and from school if it is necessary.

Current Consideration:

This student transitioned to the District with an Individual Education Program (IEP) agreement between the elementary school district and the parent, which indicated that the parent would be reimbursed mileage for transporting the student to and from Speech and Language Development Center.

Budget Implication:

The costs for these services are not to exceed \$465.53. (Special Education Funds)

Action:

The Board of Trustees ratified the transportation agreement. Services are being provided July 9 2012, through December 20, 2012.

13.13 **Ratification of Transportation Agreement, Speech and Language Development Center**

Background Information:

Students with special needs require transportation services to and from school as part of their special education program. The Education Code permits districts to reimburse parents for transporting their student to and from school if it is necessary.

Current Consideration:

This student transitioned to the District with an Individual Education Program (IEP) agreement between the elementary school district and the parent, indicating that the parent

would be reimbursed mileage for transporting the student to and from the Speech and Language Development Center.

Budget Implication:

The costs for these services are not to exceed \$579.70. (Special Education Funds)

Action:

The Board of Trustees ratified the transportation agreement. Services are being provided January 7, 2013, through June 21, 2013.

13.14 **Instructional Materials Submitted for Display**

Action:

The Board of Trustees approved the selected materials submitted for display, recommended by the Instructional Materials Review Committee, for basic and supplemental courses in Career Technical Education (CTE) Pathways Performing Arts. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, February 22, 2013, through March 12, 2013.

13.15 **Institutional Membership**

Ratify the institutional membership as listed:

College Board for 2012-13, \$325. (General Funds)

Action:

The Board of Trustees approved the institutional membership.

13.16 **Individual Service Contracts**

Action:

The Board of Trustees approved the individual service contracts as submitted. (Special Education Funds)

13.17 **Field Trip Report**

Action:

On the motion of Mrs. Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the field trip report as submitted.

HUMAN RESOURCES DIVISION

13.18 **Ratification of Agreement, Chapman University, Athletic Training Education Program (ATEP)**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had a physical education student teaching agreement in place with Chapman University and their Athletic Training Education Program (ATEP) since 2000.

Current Consideration:

This agreement is a renewal of the current agreement already in place. The new agreement includes updated language and more closely reflects the current ATEP program at the university and more clearly defines the partnership with the District. University students in the ATEP will meet with school site master teachers to be involved in the student's preparation for student teaching. This agreement provides opportunities for student teachers in the physical education field to observe, participate, assist, and teach in the master teacher's classroom for one (1) 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, 2013, through June 30, 2017. Due to Chapman University's policy for executing agreements, this agreement will be signed by the university following approval by the AUHSD Board of Trustees.

Budget Implication:

There is no cost to the District.

Action:

The Board of Trustees ratified the student teaching agreement with Chapman University.

13.19 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the certificated personnel report as submitted.

13.20 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the classified personnel report as submitted.

SUPERINTENDENT'S OFFICE

13.21 **Board of Trustees' Meeting Minutes**

13.21.1 January 24, 2013, Regular Meeting

13.21.2 January 29, 2013, Special Meeting

13.21.3 January 31, 2013, Special Meeting

13.21.4 February 7, 2013, Special Meeting

Action:

The Board of Trustees approved the minutes as submitted.

14. **SUPPLEMENTAL**

14.1 Cafeteria Fund, December 2012

14.2 Enrollment Report, Month 5

15. **SUPERINTENDENT AND STAFF REPORT**

Dr. Novack noted she is excited to report her future participation in Read Across America. She added that she will be reading to students at Hope School and Juarez Elementary.

Dr. Sevillano discussed his attendance at the California Association for Bilingual Education (CABE) Conference, as well as the honor the District received at the Seal of Biliteracy recognition.

Mr. Lee-Sung commended the Human Resources Division for their work and presentations at this evening's meeting.

Mrs. Poore discussed the District's business projects and compliance with new legislation.

16. **BOARD OF TRUSTEES' REPORT**

Mr. Jabbar noted his attendance at the Magnolia High School's International Week Show, South Junior High Crafts Fair, Oxford Academy Instrumental Concert, DELAC meeting, Celebration of Life for Mr. Solis, and immigration reform event at Anaheim City Hall. Additionally, he acknowledged that he is the first Sri Lankan American to hold political office in the United States. He inquired about school uniform policies and school sites utilizing community venues.

Mrs. Smith reported her attendance at the Insurance Committee Meeting, the Budget Study Session, and a recent event at the Family Justice Center.

Mrs. Piercy discussed her attendance at the Anaheim State of the City Luncheon, Buena Park State of the City Luncheon, State of the County Luncheon, Insurance Committee Meeting, Magnolia High School's International Show, Red Ribbon Essay winners event in Cypress, AUHSD/City of Stanton Liaison Meeting, ROP Meeting, Lexington Junior High's Science Fair (as a judge), and Sister City Meeting. Additionally, she spoke about her attendance at an upcoming Regional Occupational Program (ROP) breakfast.

Mrs. Randle-Trejo noted her attendance at the presentation of an award to Savanna High School's alum Tony Okada. She added that she attended the 65th Assembly District Education Roundtable with Assemblywoman Sharon Quirk-Silva, Buena Park State of the City Luncheon, AUHSD/City of La Palma Liaison Meeting, Anaheim State of the City Luncheon, Budget Study Session, State of the County Luncheon, Orange County School Boards Association (OCSBA) Reception for new Trustees, CABE Conference, and Greater Anaheim Special Education Local Plan Area (GASELPA) meeting. In addition, she welcomed Mr. Jabbar to the Board.

Mr. O'Neal said he attended the 65th Assembly District Education Roundtable with Assemblywoman Sharon Quirk-Silva, ROP In-Service, Wellness Committee Meeting, Anaheim State of the City Luncheon, Buena Park State of the City Luncheon, State of the County Luncheon, AUHSD/City of La Palma Liaison Meeting, PTA Reflections presentations at Orange County Department of Education (OCDE), OCDE Outstanding Contribution to Education Award presented to Magnolia High School, ROP special meeting, acceptance of a Career and Technical Education (CTE) month proclamation from city of La Palma, Celebration of life for Mr. Solis, OCSBA Reception for new Trustees, Oxford Academy Instrumental Concert, ROP Board Meeting, YMCA's annual fundraising drive kick-off, District Honor Band Concert, Kennedy High School Pops Festival, and CABE Seal of Biliteracy Reception. He also shared his excitement that he is a grandpa for the fifth time.

17. **ADVANCE PLANNING**

17.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, March 12, 2013, at 6:00 p.m.

Thursday, March 28
Thursday, April 18
Monday, May 13
Thursday, May 30
Tuesday, June 18
Thursday, July 11

Thursday, August 22
Tuesday, September 3
Thursday, September 19
Thursday, October 10
Thursday, November 7
Thursday, December 12

17.2 **Suggested Agenda Items**

Trustee Smith requested District voting be agendized, as requested by public speaker Arturo Montez.

18. **ADJOURNMENT**

On the motion of Mrs. Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 11:15 p.m.

Approved _____
Clerk, Board of Trustees